



Town of Frederick
Board of Trustees Agenda
Frederick Town Hall
401 Locust Street
Tuesday, March 24, 2015

6:30 P.M.
Work Session
General Discussion

7:00 P.M.
Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Liquor Licensing Authority:

Request to Issue Notice of Hearing and Order to Show Cause for Buck Wilds Saloon – Kristin Brown, Town Prosecutor

Special Presentations:

Carbon Valley Half Marathon Community Funding Request

New Horizon Christian Church Community Funding Request

Public Comment: This portion of the Agenda is provided to allow members of the audience to provide comments to the Town Board. Please sign in and the Mayor will call you. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

Staff Reports:

- A. Administrative Report – Matt LeCerf, Town Manager
- B. Town Clerk’s Report – Meghan Martinez, Town Clerk
- C. Town Attorney’s Report – Rick Samson, Town Attorney

Built on What Matters.

Consent Agenda: Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda

- D. Approval of March 10, 2015 Minutes – Meghan Martinez, Town Clerk
- E. Approval of March 17, 2015 Minutes – Meghan Martinez, Town Clerk
- F. Resolution 15R18 Establishing Certain Fees for Municipal Services – Meghan Martinez, Town Clerk
- G. Acknowledgement of Receipt of List of Bills – Mitzi McCoy, Finance Director
- H. Consider Approving a Contract with Hauseal Lavigne Associates for Work to be Completed on the 2015 Comprehensive Plan Update – Jennifer Simmons, Planning Director
- I. Resolution 15R19 Authorizing the Town Manager to Execute a Contract with Western Area Power Administration – Kent Van Dyne, Electric Utility Manager

Action Agenda:

- J. Resolution 15R20 Awarding a Contract for the Godding Hollow Parkway/WCR 18 Reconstruction and Widening – Richard Leffler, Engineering and Utilities Director
- K. Resolution 15R21 Authorizing the Mayor to Execute a Deed of Dedication – Richard Leffler, Engineering and Utilities Director
- L. Consideration of the City of Dacono's Motion for Reconsideration of Highway 52 Annexation – Rick Samson, Town Attorney
- M. Resolution 15R22 Authorizing the Termination Notice Not to Renew the IGA between the Town of Frederick, Colorado and the City of Dacono, Colorado – Matt LeCerf, Town Manager

Mayor and Trustee Reports:

Work Session: General Discussion

**BEFORE THE LIQUOR LICENSING AUTHORITY
TOWN OF FREDERICK, COLORADO**

In re: to the Alcoholic Beverage License issued to:

BUCK WILDS SALOON
RIDGE RUNNER ENDEAVORS, LLC
ATTN: Robert Trent
513 Oak Street
Frederick, Colorado 80530

License No.: 43008160000

NOTICE OF HEARING AND ORDER TO SHOW CAUSE

The Liquor Licensing Authority of the Town of Frederick, Colorado issues the following Notice of Hearing and Order to Show Cause.

The Authority, having considered such evidence as it deems appropriate hereby finds:

1. There is probable cause to believe that the Licensee violated :

a. C.R.S. 12-47-901(1)(a): sell, serve, give away, dispose of, exchange, or deliver, or permit the sale, serving, giving, or procuring of, any alcohol beverage to a visibly intoxicated person;

b. Regulation 47-900(A): permitting on the licensed premises the serving of a visibly intoxicated person;

c. Regulation 47-900(A): permitting on the licensed premises the loitering of a visibly intoxicated person;

sufficient to issue and cause to be served a notice of show cause hearing why the license should not be suspended or revoked, on the grounds described in the attached Exhibit 1 (Incident Report, CR 15-0928 incorporated herein by reference).

2. Pursuant to Colorado Revised Statute §12-47-601, the Authority issues this notice of hearing to the Licensee to appear at the hearing and to show cause why the license should not be suspended or revoked. The Licensee will be provided an opportunity to present evidence and testimony and to be heard by the Authority and may, if desired, be represented by counsel. Said hearing shall take place at the following time, date, and place.

Date: May 19, 2015 at 6:00 P.M.

Location: Frederick Town Hall
401 Locust Street
Frederick, CO 80516

3. A copy of this notice of show cause hearing shall be mailed to Licensee at the following address which was last reported and presently known to the Authority for the Licensee:

Buck Wilds Saloon
Ridge Runner Endeavors, LLC
ATTN: Robert Trent
3415 Red Hawk Lane
Frederick, CO 80504

4. Additional information regarding the hearing process, witnesses, evidence, and the possibility of entering into a plea agreement and stipulation can be obtained by contacting Prosecutor Jacob Starkovich at 720-937-4293.

Dated: March 24, 2015.

FREDERICK LIQUOR LICENSING AUTHORITY

By: _____
Tony Carey, Chair

Attest: _____
Meghan Martinez, Secretary

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing was mailed, by certified mail, this _____ day of March, 2015, addressed as follows:

Buck Wilds Saloon
Ridge Runner Endeavors, LLC
ATTN: Robert Trent
3415 Red Hawk Lane
Frederick, CO 80504

Secretary, Frederick Liquor Authority



401 LOCUST STREET • P.O. BOX 435 • FREDERICK, CO 80530-0435

PHONE: (720) 382-5500 • FAX: (720) 382-5520

WWW.FREDERICKCO.GOV

APPLICATION FOR COMMUNITY PROGRAM FUNDING

DATE 3-16-15

DATE RECEIVED _____

ORGANIZATION NAME: Carbon Valley Half Marathon

CONTACT PERSON: Mike Sindelar

ORGANIZATION ADDRESS: 6488 Saddleback Ave Firestone, 80504

HOW IS YOUR ORGANIZATION STRUCTURED? (Example: non-profit corporation)

Non profit

LIST OFFICERS IN THE ORGANIZATION:

PRESIDENT/CHAIRPERSON: Brenda Ridgley - Race Director

SECRETARY: Mike Sindelar - Co Race Director / Course Designer

BOARD OF DIRECTORS: _____

PROJECT OR ACTIVITY INFORMATION

Describe the event or program for which you are seeking funding. (Attached additional information if necessary)

In kind Sponsorship for overtime for 3 officers
and \$1000⁰⁰ Town of Frederick Sponsorship

Date of Event/Activity May 16th Saturday

Duration: 4 hours 7:00 am to 11:00 am

Date when funds will be needed. Prior to May 1st

Estimate of the number of people who will benefit from this event/activity.

600+ participants and 400+ spectators / volunteers

How will this event/activity enhance the Town of Frederick's positive image?

Showcases the beauty and history of Milevac Lake and Downtown Frederick and also the trail systems.

Describe any other ways in which this event/activity will contribute to the good of the general public.

Raises awareness for autism research in children. And

promotes positive community involvement in the

tri-town area.

EVENT/ACTIVITY BUDGET INFORMATION

List the estimated budget for this event/activity:

Source of Funding

Amount

Town of Frederick

\$ 1000.00 (amount of this request)

\$ _____

\$ _____

\$ _____

Total Funding

\$ _____

Estimated Costs

Amount

\$ _____

\$ _____

\$ _____

\$ _____

Total Costs

\$ _____

If applicable, please describe how your organization plans to utilize any surplus funds resulting for this event/activity.

Name and Signature of Organization's Project Chairperson:

Michael A. Sindelar

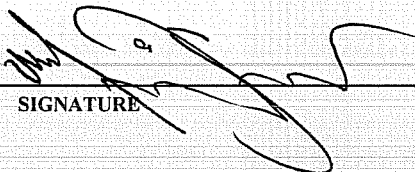
303-378-5767

NAME (PLEASE PRINT OR TYPE)

TELEPHONE

Co-Race Director / Course Designer

TITLE



SIGNATURE

3-16-15

DATE

March 24



401 LOCUST STREET • P.O. BOX 435 • FREDERICK, CO 80530-0435

PHONE: (720) 382-5500 • FAX: (720) 382-5520

WWW.FREDERICKCO.GOV

APPLICATION FOR COMMUNITY PROGRAM FUNDING

DATE 3/5/15

DATE RECEIVED 3/6/15

ORGANIZATION NAME: New Horizon Christian Church

CONTACT PERSON: Stan Owens

ORGANIZATION ADDRESS: PO BOX 7 Dacono CO 80514

HOW IS YOUR ORGANIZATION STRUCTURED? (Example: non-profit corporation)

NON-PROFIT

LIST OFFICERS IN THE ORGANIZATION:

PRESIDENT/CHAIRPERSON: Mike Meredith

SECRETARY: Shelly Rowe

BOARD OF DIRECTORS: Tom Dory

Julie Hicks

ROBERT THOMAS, SR. Pastor

PROJECT OR ACTIVITY INFORMATION

Describe the event or program for which you are seeking funding. (Attached additional information if necessary)

The after school "Back-Pack" program is part of
New Horizon Christian Church's hunger-relief program (see Attached)

Date of Event/Activity Entirety of school year.

Duration: Mid-August thru May

Date when funds will be needed. Mid March

Estimate of the number of people who will benefit from this event/activity.

up to 90 kids

How will this event/activity enhance the Town of Frederick's positive image?

The primary school is Frederick Elementary

Describe any other ways in which this event/activity will contribute to the good of the general public.

We list w/permission our partners
in Website, FACEBOOK & TUMBLR
multimedia outlets.

EVENT/ACTIVITY BUDGET INFORMATION

List the estimated budget for this event/activity:

Source of Funding	Amount
Town of Frederick	\$1000.00 (amount of this request)
Weld Food Bank	\$2000.00
Dacono	\$500.00
United Way of Greeley	\$2500.00
Total Funding	\$6000.00
Estimated Costs	Amount
	\$
	\$
	\$
	\$
Total Costs	\$7000.00

If applicable, please describe how your organization plans to utilize any surplus funds resulting for this event/activity.

Any food items left are held till next school year. All monies are usually spent

Name and Signature of Organization's Project Chairperson:

STANLEY OWENS
NAME (PLEASE PRINT OR TYPE)

970-646-6042
TELEPHONE

TITLE

Stanley Owens
SIGNATURE

Mar. 5, 2015
DATE

NEW HORIZONS



CHRISTIAN CHURCH

ATTACHMENT A:

The after school "Back-Pack Program" is part of New Horizons Christian Church's hunger-relief programming that helps to meet the needs of children that would have not have otherwise had the ability to be fed through-out the weekend. Our program, established through area elementary and middle schools, partners with the Principle's office the kids of highest need, and we bring to the schools we service nutritional snacks and meals that they can use throughout the weekend.

The qualifications for those foods have been set through Federal Standards, and we currently partner with Weld Food Bank, United Way of Greeley, and the City of Dacono, among others. The economy has affected our partnership funding, which in turns affects our ability to fund the schools to the end of the year.

Our staff is all volunteer, so all money given to the "Back-Pack Program goes 100% towards the food for children. Thank you for your consideration.



TOWN OF FREDERICK MEMORANDUM

TO: Honorable Mayor Tony Carey and Board of Trustees

FROM: Meghan Martinez, Town Clerk

DATE: March 19, 2015

SUBJECT: Town Clerk Report

- *Open Records Requests.* Responded to eleven open records requests.
- *Leadership Weld County.* Attended March leadership session.
- *Historic Preservation Commission.* Commissioner Sandy Watson has tendered her resignation due to work conflicts. The commission no longer has a quorum and will conduct meetings as work sessions.
- *Liquor Licensing.* Monitoring state rule making regarding powdered alcohol.
- *Frederick Municipal Code.* The Frederick Municipal Code online version has been updated and is current through Ordinance 1192.
- *Frederick Scholarship Program.* Scholarship applications are due on Friday, March 27, 2015 to Town Hall. Two applications have already been received.
- *Business Licenses.* The business directory on the web site has been updated. There have been many inquiries regarding solicitors licensing and staff will begin working with Community Relations to provide information to the community.

Built on What Matters.



255 Weaver Park Rd., Suite 200 - Longmont, Colorado
80501

POST OFFICE BOX 1079 80502-1079
T (303) 776-1169 - F (303) 776-5444
Samsonlongmontlaw.com

TO: Mayor and Trustees, Town of Frederick

FROM: Rick Samson

DATE: 3/18/15

RE: Status Report for March

- Attended Development Review Committee Meeting.
- Prepared a Special Use Permit after meeting with Town staff and Kerr-McGee representatives to allow Kerr-McGee to drill wells.
- Prepared an ordinance and resolution on changing the electric user rates.
- Prepared legal comments and a resolution on the water rates.
- Reviewed site plan for Encana Sullivan wells in the Eagle Business Park
- Reviewed site plan on Boar's Head project in Glacier Business Park
- Highway 52 Annexation – reviewed two letters from attorneys and provided comments to the Board.
- Met with staff on construction issues in Rinn Valley.
- Reviewed preliminary and final plat on Meadowlark Business Park Filing 3.
- Prepared resolution regarding the Dacono IGA.
- Reviewed several Open Records Requests.
- Reviewed contract with company to update Comprehensive Plan.
- Worked on legal options for Board on loaning money to a URA and transferring property to the URA.
- Still monitoring the litigation with Frederick Firestone Fire Protection District and Mountain View Fire Protection District.
- Work completed on Thursday and Friday, March 19 and 20, 2015
 - Review and revise AM on Godding Hollow contract and prepare Resolution
 - Review AM, revise Deed of Dedication and prepare Resolution for 20 foot ROW in front of former maintenance facility
 - Review URA documents to prepare series of Resolutions for the loan, the transfer of property, the approval of the AGREEMENT, appointing Matt as ED and Meghan as secretary of the Authority



TOWN OF FREDERICK BOARD OF TRUSTEES
REGULAR BOARD MEETING MINUTES
FREDERICK TOWN HALL, 401 LOCUST STREET
MARCH 10, 2015

Call to Order: At 7:00 Mayor Carey called the meeting to order and requested roll call.

Roll Call: Present were Mayor Carey, Mayor Pro Tem Brown, and Trustees Payne, Schiers, Skates, Burnham and Hudziak. Also present were Town Manager Matt LeCerf, Town Attorney Rick Samson, and Town Clerk Meghan Martinez.

Pledge of Allegiance: The Mayor invited everyone to join in the Pledge of Allegiance.

Approval of Agenda: There were no changes to the agenda.

Special Presentations:

Carbon Valley Recreation District Community Funding Request: Bess Loveless, 701 5th Street, Frederick, Colorado discussed the Great Family Campout and requested funding from the Board for the event. The Board expressed concern about the amount of the request. Motion by Mayor Pro Tem Brown and seconded by Trustee Schiers to support the Great Family Campout in the amount of \$1,500.00. Upon roll call vote, motion passed 5-1 with Trustee Hudziak voting no.

Public Comment:

Carl Brady, 9036 Harlequin Circle Frederick, Colorado expressed his opposition to the proposed electric acquisition.

Brian McCormick, 5120 Mt. St. Vrain Avenue Frederick, Colorado spoke in opposition to the water rate changes.

Dick Wyatt, 3601 Morningside Circle Frederick, Colorado inquired about the status of the proposed electric acquisition.

Dr. Rob Landry, 3352 Morning Dove Court Frederick, Colorado discussed issues related to his home in Rinn Valley. He asked for assistance from the Town in addressing the issues he and his neighbors are having with their homes. Mayor Carey requested that staff facilitate a meeting between the residents and the builder.

Staff Reports:

Administrative Report: Town Manager Matt LeCerf provided a written report to the Board.

Town Clerk's Report: Town Clerk Meghan Martinez provided a written report to the Board.

Built on What Matters.

Consent Agenda: Motion by Mayor Pro Tem Brown and seconded by Trustee Payne to approve the consent agenda which contained the following items:

1. February 24, 2015 Minutes
2. March 3, 2015 Minutes

Upon roll call vote, motion passed unanimously.

Action Agenda:

Resolution 15R16 Amending Water Service Charges for 2015: Town Manager Matt LeCerf presented the proposed resolution. Motion by Mayor Pro Tem Brown and seconded by Trustee Hudziak to approve Resolution 15R16. Upon roll call vote, motion passed unanimously.

Resolution 15R17 Amending the Electric Service Charges for 2015: Town Manager Matt LeCerf presented the proposed resolution. Motion by Trustee Payne and seconded by Trustee Schiers to approve Resolution 15R17. Upon roll call vote, motion passed unanimously.

Ordinance 1194 Amending Chapter 13, Article 1 of the Frederick Municipal Code: Town Manager Matt LeCerf presented the proposed resolution. Motion by Trustee Burnham and seconded by Mayor Pro Tem Brown to approve Ordinance 1194. Upon roll call vote, motion passed unanimously.

Mayor and Trustee Reports:

Trustee Payne: Thank you for the conversations around the Miners Day Commission. It will be great help to that Commission. He requested information on key points and steps for the issuance of a certificate of occupancy. Thanks to Public Works, the plowing response has been great.

Trustee Schiers: I-25 Coalition met, the I-25 corridor has been moved to the top of the priority list.

Trustee Skates: Thanks to everyone who attended the Help Center Anniversary.

Trustee Hudziak: She requested additional information on when inspections occur during the building permit process. Staff will provide the board with information on the permit process.

Trustee Burnham: Congratulations to Public Works for doing a great job the second half of the winter for snow removal. He hopes to see a lot of filled potholes now that it is spring.

Mayor Pro Tem Brown: She will check into DRCOG's position on the northern communities. She appreciates the Miners Day Commission discussion and would like to know what the board direction is at this point. Time is of the essence. She will meet with the Events Coordinator and Community Relations Manager to discuss the commission further.

Motion by Trustee Burnham and seconded by Trustee Payne to appoint Trustee Skates to the Miners Day Commission. Upon roll call vote, motion passed unanimously.

Motion by Mayor Pro Tem Brown and seconded by Trustee Payne to go into executive session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a) regarding a purchase of potential open space. Upon roll call vote, motion passed unanimously.

Motion by Mayor Pro Tem Brown and seconded by Trustee Schiers to go into executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e) related to FCI. Upon roll call vote, motion passed unanimously.

At 8:59 reconvened the regular meeting of the Board of Trustees. There being no further business of the Board, Mayor Carey closed the meeting at 9:00 p.m.

Approved by the Board of Trustees:

ATTEST:

Tony Carey, Mayor

Meghan C. Martinez, Town Clerk



TOWN OF FREDERICK BOARD OF TRUSTEES
SPECIAL BOARD MEETING MINUTES
FREDERICK TOWN HALL, 401 LOCUST STREET
MARCH 17, 2015

Call to Order: At 7:00 Mayor Carey called the meeting to order and requested roll call.

Roll Call: Present were Mayor Carey, Mayor Pro Tem Brown, and Trustees Payne, Schiers, Skates, Burnham, and Hudziak. Also present were Town Attorney Rick Samson and Town Clerk Meghan Martinez.

Pledge of Allegiance: The Mayor invited everyone to join in the Pledge of Allegiance.

Executive Session:

Motion by Mayor Pro Tem Brown and seconded by Trustee Skates to enter into executive session for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or an elected official or personnel policies that do not require the discussion of matters personal to particular employees; regarding the Town Attorney's annual evaluation. Upon roll call vote, motion passed unanimously.

There being no further business of the Board, Mayor Carey closed the meeting at 8:30 p.m.

Approved by the Board of Trustees:

ATTEST:

Tony Carey, Mayor

Meghan C. Martinez, Town Clerk

Built on What Matters.



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

Consideration of a Resolution Amending the Fee Schedule

Agenda Date: Town Board Meeting – March 24, 2015

Attachment

- a. Resolution 15R18
- b. Fee Schedule
- c. Ordinance 1161


Finance Review:

Mitzi McCoy, Finance Director

Submitted by:


Meghan Martinez, Town Clerk

Approved for Presentation:


Matt LeCerf, Town Manager

☐ Quasi-Judicial ☒ Legislative ☐ Administrative

Summary Statement:

Staff is requesting approval of Resolution 15R18 amending the fee schedule. This is a clean-up item to incorporate changes to the schedule for 2015.

Detail of Issue/Request:

Ordinance 1161 established a process for updating municipal fees by allowing the establishment of fees by resolution. Staff is requesting approval of Resolution 15R18 amending the fee schedule.

Staff is requesting an effective date of May 1, 2015 in order to incorporate the water service charges and electric service charges.

Built on What Matters.

Legal/political considerations:

This item was reviewed by the Town Attorney.

Alternatives/Options:

None

Staff Recommendation:

Staff recommends approving Resolution 15R18.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 15-R-18**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
ESTABLISHING CERTAIN FEES FOR MUNICIPAL SERVICES**

WHEREAS, the Town of Frederick has adopted Ordinance No. 1161 which established a process for establishing certain municipal fees; and

WHEREAS, Ordinance No. 1161 directed the Town Clerk to prepare and publish by posting a listing of all such fees; and

WHEREAS, the Board of Trustees has adopted changes to the water service charges and electric service charges as contained in Section 13-43 and 13-137 of the Town of Frederick – 2015 Fee Schedule; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
TOWN OF FREDERICK, WELD COUNTY, COLORADO THAT;**

Section 1. The Board of Trustees hereby establishes the following fees set forth on Exhibit A, attached hereto and made a part hereof.

Section 2. **Effective Date.** This Resolution and attached Exhibit A shall become effective on May 1, 2015 the effective date of Resolutions 15-R-16 and 15-R-17.

Section 3. **Repealer.** All resolutions or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. **Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 24TH DAY OF MARCH, 2015.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, Town Clerk

By _____
Tony Carey, Mayor

Town of Frederick - 2014 Fee Schedule

Chapter 2 - Administration

Section 2-78 Administrative/Courts - Fees Schedule

Copies:

Black & White (per page) (up to 11x17 on paper copied on T	\$0.25
Color (per page) (up to 11x17 on paper copied on Town's machine)	\$1.00
Fax (per page)	\$1.00
Lawn Watering Permit	\$20.00
Code Books (Municipal, Land Use, Master Plans, Comp Plan)	\$150.00
Non-Sufficient Funds Check (per incident)	\$35.00

Open Records Request:

Certified copies (additional per document)	\$1.00
Black & White (per page) (up to 11x17 on paper copied on Town's machine)	\$0.25
Color (per page) (up to 11x17 on paper copied on Town's machine)	\$1.00
Electronic Copies (per page)	\$0.25
Large Format Copies	Actual Cost
Electronic Large Format Copies	Actual Cost
Black and White Maps	Actual Cost
Mylars	Actual Cost
Photographic Reproductions	Actual Cost
Audio Tapes	Actual Cost
Diskettes	Actual Cost
Research/Retrieval Services	First Hour Free, \$30.00/hour thereafter, prorated in 15 minute increments
Electronic retrieval (per hour)	Actual cost

Park Fees (reserved park pavilion - up to five hours):

1-24 people	\$10.00
Each additional hour beyond five hours	\$5.00
25-49 people	\$15.00
Each additional hour beyond five hours	\$5.00
50-99 people	\$25.00
Each additional hour beyond five hours	\$5.00
100-200 people	\$50.00
Each additional hour beyond five hours	\$5.00
Liquor Permits for park reservations	\$25.00
Bounce House Permits for park reservations	\$15.00

Block Party Fees:

Block Party Permit	\$25.00
Barricade Rental/Deposit	\$25.00

Farmers Market Fees - (Rebates offered for perfect attendance for season permits)

Early Season (6 weeks)	\$40.00
Regular Season (11 weeks)	\$80.00
Full Season (16 weeks)	\$100.00
Per Day	\$10.00
Power:	
Per Day	\$5.00
Early Season	\$15.00
Regular Season	\$28.00
Full Season	\$40.00

Town of Frederick - 2014 Fee Schedule

Miners Day Fees:

Exhibitor booth non-profit:	
12x12 space	\$35.00
12x24 space	\$50.00
Exhibitor booth for-profit	
12x12 space	\$45.00
12x24 space	\$60.00
Food booth non-profit:	
12x12 space	\$45.00
12x24 space	\$60.00
Food booth for-profit	
12x12 space	\$55.00
12x24 space	\$70.00
Electricity for booth	\$20.00

Section 2-187 Police Department - Fees Schedule

Clearance Letters/Contact History (per document)	\$10.00
<u>Copy of Video/Audio Tape:</u>	
Diskettes	Actual Cost
Research/Retrieval Services	First Hour Free, \$30.00/hour thereafter, prorated in 15 minute increments
Dog Impound Fee	\$50.00
Fingerprints (per set)	\$10.00
NSF Check (each incident)	\$35.00
<u>Report Request (for reports less than 2 years old):</u>	
Research/Retrieval Services	First Hour Free, \$30.00/hour thereafter, prorated in 15 minute increments
Cost per page - Black & White	\$0.25
Cost per page - Color	\$1.00
<u>Report Request (for reports more than 2 years old):</u>	
Research/Retrieval Services	First Hour Free, \$30.00/hour thereafter, prorated in 15 minute increments
Cost per page - Black & White	\$0.25
Cost per page - Color	\$1.00
<u>Sex Offender - New Registration:</u>	
New Registration	\$30.00
Re-Registration	\$10.00
Sign Retrieval (per sign)	\$2.00
VIN Verification (per inspection)	\$10.00

Chapter 5 - Franchises & Communication Systems

Section 5-3 Franchise Fee - Cable Television System

Franchise Fee (percent of gross sales)	5.00%
--	-------

Section 5-40 Franchise Fee - Electric Franchise

Franchise Fee (percent of gross revenue)	3.00%
--	-------

Section 5-70 Franchise Fee - Gas Franchise

Franchise Fee (to be multiplied by the volume of gas delivered)	\$0.0022
---	----------

Chapter 6 - Licenses Generally

Section 6-6 Transfer

License Transfer Fee	\$1.00
----------------------	--------

Section 6-31 Business, General

Less than 1,000 Sq. Ft (annual fee)	\$25.00
-------------------------------------	---------

Town of Frederick - 2014 Fee Schedule

More than 1,000 Sq ft (annual fee)	\$50.00
Storage/Warehouse (annual fee)	\$100.00
Industrial (annual fee)	\$150.00
Section 6-32 Ambulances	
Annual fee	\$50.00
Section 6-33 Amusement Arcades	
Annual fee	\$250.00
Section 6-34 Amusements	
Circus (per day)	\$50.00
Carnival (per day)	\$50.00
Parades (per day)	\$50.00
Movie Theaters (per year)	\$500.00
Entertainments with permanent location (per year)	\$250.00
Entertainments with non- permanent location (per day)	\$25.00
Section 6-35 Auctions and Auctioneers	
<u>Auctioneers:</u>	
One year	\$60.00
Six months	\$35.00
Three months	\$20.00
One day	\$5.00
<u>Auction:</u>	
One year	\$150.00
One day	\$25.00
Section 6-36 Christmas Tree Lots	
Per day	\$3.00
Section 6-37 Contractor Licensing	
Class A - General Contractor (annual fee)	\$80.00
Class B(1) - Limited Contractor - Master Plumber (annual fee)	\$30.00
Class B(2) - Limited Contractor - Heating & Ventilation (annual fee)	\$60.00
Class C - Special Contractor (annual fee)	\$30.00
Class D(1) - Tradesman (annual fee)	\$30.00
Class D(2) Signs/Glaziers (annual fee)	\$25.00
Section 6-39 Home Occupation	
Annual Fee	\$25.00
Section 6-40 Kennel/Pet Shop	
Annual Fee	\$250.00
Section 6-41 Pawn Shops; Pawn Brokers	
Annual Fee	\$500.00
Section 6-42 Peddlers & Solicitors	
Per day	\$10.00
Per month	\$100.00
Section 6-44 Refuse Hauler, Commercial	

Town of Frederick - 2014 Fee Schedule

Annual Fee	\$350.00
Section 6-45 Secondhand, Antique Dealers, Flea Markets	
Annual Fee	\$250.00
Section 6-46 Mobile Home Park	
Annual Fee	\$25.00
Additional Fee Per Space	\$5.00
Section 6-67 Liquor Licensing - Fee Schedule	
See State Liquor Authority for fees	
Section 6-76 Entertainment Districts	
Application Fee - New Certification	\$500.00
Application Fee - Re-certification	\$250.00
Application Fee - Expanded certification	\$150.00
Section 6-77 Alcohol Beverage Tastings	
Application Fee - New Permit	\$100.00
Annual Renewal Fee	\$50.00
Section 6-93 Medical Marijuana	
Non-commercial Applicant, Annual Fee	\$250.00
Commercial Applicant, Annual Fee	\$1,000.00
Section 6-101 Medical Marijuana License Transfers	
Application Fee	\$200.00

Chapter 7 - Health, Sanitation & Animals

Section 7-35 Property Abatement by Town	
Abatement Inspection Fee (the greater of)	5% or \$75
Abatement of Property	Actual Cost
Collection Cost	10% of Actual Cost
Section 7-101 Pet License	
<u>Pet License (must have copy of shot/vet records):</u>	
Early License (purchased before March 1st) - altered or unaltered	\$5.00
Altered (purchased after March 1st)	\$15.00
Unaltered (purchased after March 1st)	\$30.00
Micro-chipped Altered (purchased after March 1st)	\$7.50
Micro-chipped Unaltered (purchased after March 1st)	\$15.00

Chapter 8 - Vehicles and Traffic

Section 8-140 Permits for Oversize and Overweight Vehicles	
<u>Vehicles that are oversize but not overweight:</u>	
Annual Permit	\$250.00
Daily Permit	\$100.00
Single Trip	\$15.00
<u>Vehicles that are overweight- up to 200K pounds:</u>	
Daily Permit	\$200.00
Single Trip Permit - must also pay per axle fee	\$15.00
Per axle fee	\$5.00
<u>Vehicles exceeding 200K pounds:</u>	
Single Trip Permit - must pay greater of	Actual Cost or \$125.00

Town of Frederick - 2014 Fee Schedule

Section 8-140 Permits for Oversize and Overweight Vehicles - Restricted Truck Routes

Vehicles exceeding 26K Gross Vehicle Weight Rating:

Annual Permit	\$250.00
Daily Permit	\$100.00
Single Trip Permit	\$15.00
Annual Fleet Permit (must also pay per vehicle fee below)	\$1,500.00
Per Fleet Vehicle	\$15.00

Section 8-144 Oil and Gas Rig Transportation Permit

Single Trip Permit	\$1,000.00
--------------------	------------

Chapter 11 - Streets, Sidewalks and Public Property

Section 11-22 Fee for Permits

Right-of-way (up to 2 sq. yards)	\$200.00
Right-of-way (3 to 20 sq. yards) - additional amt per sq. yard	\$15.00
Right-of-way (Over 20 sq. yards) - additional amt per sq. yard	\$10.00
Street Cut	\$150.00

Section 11-24 Annual permit for public utilities

Annual permit	\$100.00
---------------	----------

Section 11-25 Annual fee for public utilities

Annual fee	\$900.00
------------	----------

Section 11-43 Banner Permit

Permit Fee	Based on valuation
------------	--------------------

Chapter 13 - Municipal Utilities

Section 13.55 Procedures - Potable Water Service

Table A					
For sites platted in Frederick before July 1, 1994 (in Town):					
Tap Size	CWCWD Capital Improv. Fee	Frederick Capital Improv. Fee	CBT Water Share Fee/ Units	Tap Installation Fee	Total
5/8"	\$8,000	\$1,000	22,000 / 1.0	\$1,100	\$32,100
3/4"	\$10,000	\$1,500	33,000 / 1.5	\$1,300	\$45,800
1"	\$15,000	\$3,000	66,000 / 3.0	\$1,650	\$85,650
1 1/2"	\$26,000	\$6,000	132,000 / 6.0	\$3,650	\$167,650
2"	\$40,000	\$10,000	220,000 / 10.0	\$5,150	\$275,150

Table B					
For sites located in Evanston and Wolff Gardens Subdivision of Weld County and platted in the County before July 1, 1994 (out of Town) :					
Tap Size	CWCWD Capital Improv. Fee	Frederick Capital Improv. Fee	CBT Water Share Fee/ Units	Tap Installation Fee	Total
5/8"	\$8,000	\$1,900	22,000/1.0	\$1,100	\$33,000
3/4"	\$10,000	\$2,850	33,000/1.5	\$1,300	\$47,150

Town of Frederick - 2014 Fee Schedule

Table C For sites located in Evanston and Wolff Gardens Subdivision of Weld County and platted in the County after July 1, 1994 (out of Town) :					
Tap Size	CWCWD Capital Improv. Fee	Frederick Capital Improv. Fee	CBT Water Share Fee/ Units	Tap Installation Fee	Total
5/8"	\$10,000	\$2,500	22,000/1.0	\$1,100	\$35,600
3/4"	\$13,000	\$3,750	33,000/1.5	\$1,300	\$51,050

Table D For sites platted in Frederick after July 1, 1994 and who are not subject to the Native Water Dedication Requirement or who select Alternative 1E described in Section 13-55.3 of the Municipal Code					
Tap Size	CWCWD Capital Improv. Fee	Frederick Capital Improv. Fee	CBT Water Share Fee/ Units	Tap Installation Fee	Total
5/8"	\$10,000	\$1,000	22,000/1.0	\$1,100	\$34,100
3/4"	\$13,000	\$1,500	33,000/1.5	\$1,300	\$48,800
1"	\$20,000	\$3,000	66,000/3.0	\$1,650	\$90,650
1 1/2"	\$36,000	\$6,000	132,000/6.0	\$3,650	\$177,650
2"	\$56,000	\$10,000	220,000/10	\$5,150	\$291,150

Table E For sites platted in Frederick after July 1, 1994 and who are subject to the Native Water Dedication Requirement or who select Alternative 1E described in Section 13-55.3 of the Municipal Code					
Tap Size	CWCWD Capital Improv. Fee	Frederick Capital Improv. Fee	CBT Water Share Fee/ Units	Tap Installation Fee	Total
5/8"	\$10,000	\$1,000	18,236/0.833	\$1,100	\$30,426
3/4"	\$13,000	\$1,500	27,500/1.25	\$1,300	\$43,300
1"	\$20,000	\$3,000	55,000/2.5	\$1,650	\$79,650
1 1/2"	\$36,000	\$6,000	110,000/5.0	\$3,650	\$155,650
2"	\$56,000	\$10,000	183,326/8.333	\$5,150	\$254,476

Section 13.55 Procedures - Non-Potable Water Service

Residential meters 3/4" or less tap size (per SFE)	\$300.00
Non-Residential Capital Improvement (per acre-foot of projected demand)	\$500.00
Non-Residential Storage (per acre-foot of projected demand)	\$600.00

Section 13.59 Interfering with or bypass of meters

Obstructed meter charge	\$50.00
-------------------------	---------

Section 13.74 Water Service Charges

Duplicate Utility Bill	\$2.00
------------------------	--------

Potable Water Rate Tables:

Potable Water Rates - In Town - 5/8" Taps		
Use (Gallons)	Cost	
Base rate	25.80	
3,001 to 5,000 gallons	1.60	per 1000 gallons
5,001 to 15,000 gallons	2.20	per 1000 gallons

Town of Frederick - 2014 Fee Schedule

15,000 to 25,000 gallons	2.80	per 1000 gallons
25,000 and over	4.00	per 1000 gallons

Potable Water Rates - In Town - Larger Taps					
Use (Gallons)	3/4"	1"	1& 1/2"	2"	3"
Base Cost	\$29.10	\$50.00	\$95.40	\$151.60	\$283.60
0 to 30K	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
30K to 60K	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
60K to 100K	\$1.80	\$1.35	\$1.35	\$1.35	\$1.35
100K to 200K	\$1.80	\$1.80	\$1.35	\$1.35	\$1.35
200K to 300K	\$1.80	\$1.80	\$1.80	\$1.35	\$1.35
300K to 400K	\$2.80	\$1.80	\$1.80	\$1.80	\$1.35
400K to 500K	\$2.80	\$2.80	\$1.80	\$1.80	\$1.80
500K to 600K	\$2.80	\$2.80	\$2.80	\$1.80	\$1.80
600K and over	\$2.80	\$2.80	\$2.80	\$2.80	\$2.80

Potable Water Rates - Evanston - 5/8" Taps		
Use (Gallons)	Cost	
Base rate	46.10	
3,001 to 5,000 gallons	1.60	per 1000 gallons
5,001 to 15,000 gallons	2.20	per 1000 gallons
15,000 to 25,000 gallons	2.80	per 1000 gallons
25,000 and over	4.00	per 1000 gallons

Potable Water Rates - Evanston - Larger Taps					
Use (Gallons)	3/4"	1"	1& 1/2"	2"	3"
Base Cost	\$51.40	\$78.55	\$137.60	\$210.65	\$300.00
0 to 30K	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
30K to 60K	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
60K to 100K	\$1.80	\$1.35	\$1.35	\$1.35	\$1.35
100K to 200K	\$1.80	\$1.80	\$1.35	\$1.35	\$1.35
200K to 300K	\$1.80	\$1.80	\$1.80	\$1.35	\$1.35
300K to 400K	\$2.80	\$1.80	\$1.80	\$1.80	\$1.35
400K to 500K	\$2.80	\$2.80	\$1.80	\$1.80	\$1.80
500K to 600K	\$2.80	\$2.80	\$2.80	\$1.80	\$1.80
600K and over	\$2.80	\$2.80	\$2.80	\$2.80	\$2.80

Potable Water Rates - Misc.		
	Base Rate	Per 1,000 gallons
Frederick Elementary School	\$675.00	\$1.35
Frederick Middle/Senior High School	\$607.50	\$1.35
Frederick Softball Facility (CVRD)	\$39.45	\$1.35
Prairie Greens Subdivision	\$450.00	\$1.35
Bulk Potable for construction	\$0.00	\$8.00

Non-Potable Water Rate Tables:

Non-Potable Water (with water shares provided to Town) - In Town		
Residential 3/4" tap or less with water storage and pump provided by resident		
Use (Gallons)	5/8"	3/4"
Base Cost	\$5.00	\$5.00
0 to 15K	\$0.20	\$0.20
15K to 30K	\$0.60	\$0.60

Non-Potable Water (with water shares provided to Town) - In Town		
Residential 3/4" tap or less with direct pressurized flow from Town infrastructure		

Town of Frederick - 2014 Fee Schedule

Use (Gallons)	5/8"	3/4"
Base Cost	\$5.00	\$5.00
0 to 15K	\$0.40	\$0.40
15K to 30K	\$0.80	\$0.80

Non-Potable Rate Structure (with water shares provided to Town) - In Town				
Large and Non-Residential Services				
Use (Gallons)	5/8" (<1.0 af)	3/4" (<2.0 af)	1" (<4.0 af)	2" (<13.2 af)
Base Cost	\$5.00	\$10.00	\$20.00	\$66.00
0 to 15K	\$0.40	\$0.40	\$0.40	\$0.40
15K to 30K	\$0.60	\$0.40	\$0.40	\$0.40
30K to 60K	\$0.60	\$0.60	\$0.40	\$0.40
60K to 200K	\$0.60	\$0.60	\$0.60	\$0.40
200K to 300K	\$0.60	\$0.60	\$0.60	\$0.40
300K to 400K	\$0.60	\$0.60	\$0.60	\$0.60
400K and over	Large tap required with separate approved analysis			

Non-Potable Water (without water shares provided to Town) - In Town		
Residential 3/4" tap or less with water storage and pump provided by resident		
Use (Gallons)	5/8"	3/4"
Base Cost	\$5.00	\$5.00
0 to 15K	\$0.90	\$0.90
15K to 30K	\$1.30	\$1.30

Non-Potable Water (without water shares provided to Town) - In Town		
Residential 3/4" tap or less with direct pressurized flow from Town infrastructure		
Use (Gallons)	5/8"	3/4"
Base Cost	\$5.00	\$5.00
0 to 15K	\$1.10	\$1.10
15K to 30K	\$1.50	\$1.50

Non-Potable Rate Structure (without water shares provided to Town) - In Town				
Large and Non-Residential Services				
Use (Gallons)	5/8" (<1.0 af)	3/4" (<2.0 af)	1" (<4.0 af)	2" (<13.2 af)
Base Cost	\$5.00	\$10.00	\$20.00	\$66.00
0 to 15K	\$1.10	\$1.10	\$1.10	\$1.10
15K to 30K	\$1.30	\$1.10	\$1.10	\$1.10
30K to 60K	\$1.30	\$1.30	\$1.10	\$1.10
60K to 200K	\$1.30	\$1.30	\$1.30	\$1.10
200K to 300K	\$1.30	\$1.30	\$1.30	\$1.10
300K to 400K	\$1.30	\$1.30	\$1.30	\$1.30
400K and over	Large tap required with separate approved analysis			

Non-Potable Water (with water shares provided to Town) - Out of Town		
Residential 3/4" tap or less with water storage and pump provided by resident		
Use (Gallons)	5/8"	3/4"
Base Cost	\$10.00	\$10.00
0 to 15K	\$0.20	\$0.20
15K to 30K	\$0.60	\$0.60

Non-Potable Water (with water shares provided to Town) - Out of Town		
Residential 3/4" tap or less with direct pressurized flow from Town infrastructure		

Town of Frederick - 2014 Fee Schedule

Use (Gallons)	5/8"	3/4"
Base Cost	\$10.00	\$10.00
0 to 15K	\$0.40	\$0.40
15K to 30K	\$0.80	\$0.80

Non-Potable Rate Structure (with water shares provided to Town) - Out of Town				
Large and Non-Residential Services				
Use (Gallons)	5/8" (<1.0 af)	3/4" (<2.0 af)	1" (<4.0 af)	2" (<13.2 af)
Base Cost	\$10.00	\$20.00	\$40.00	\$132.00
0 to 15K	\$0.40	\$0.40	\$0.40	\$0.40
15K to 30K	\$0.60	\$0.40	\$0.40	\$0.40
30K to 60K	\$0.60	\$0.60	\$0.40	\$0.40
60K to 200K	\$0.60	\$0.60	\$0.60	\$0.40
200K to 300K	\$0.60	\$0.60	\$0.60	\$0.40
300K to 400K	\$0.60	\$0.60	\$0.60	\$0.60
400K and over	Large tap required with separate approved analysis			

Non-Potable Water (without water shares provided to Town) - Out of Town			
Residential 3/4" tap or less with water storage and pump provided by resident			
Use (Gallons)	5/8"	3/4"	
Base Cost	\$10.00	\$10.00	
0 to 15K	\$0.90	\$0.90	
15K to 30K	\$1.30	\$1.30	

Non-Potable Water (without water shares provided to Town) - Out of Town			
Residential 3/4" tap or less with direct pressurized flow from Town infrastructure			
Use (Gallons)	5/8"	3/4"	
Base Cost	\$10.00	\$10.00	
0 to 15K	\$1.10	\$1.10	
15K to 30K	\$1.50	\$1.50	

Non-Potable Rate Structure (without water shares provided to Town) - Out of Town				
Large and Non-Residential Services				
Use (Gallons)	5/8" (<1.0 af)	3/4" (<2.0 af)	1" (<4.0 af)	2" (<13.2 af)
Base Cost	\$10.00	\$20.00	\$40.00	\$132.00
0 to 15K	\$1.10	\$1.10	\$1.10	\$1.10
15K to 30K	\$1.30	\$1.10	\$1.10	\$1.10
30K to 60K	\$1.30	\$1.30	\$1.10	\$1.10
60K to 200K	\$1.30	\$1.30	\$1.30	\$1.10
200K to 300K	\$1.30	\$1.30	\$1.30	\$1.10
300K to 400K	\$1.30	\$1.30	\$1.30	\$1.30
400K and over	Large tap required with separate approved analysis			

Town of Frederick - 2014 Fee Schedule

Section 13.75 On and Off Charges

Voluntary Connect-Disconnect Permit Fee	\$25.00
Service Restoration Fee	\$40.00

Section 13-81 Watering Restrictions Under Water Shortage Contingency Plan

Special Permit for New Lawn Irrigation

Section 13.137 Electric Service Charges (monthly billing)

Residential:

Service Charge	\$14.40
Energy Charge	\$.11604/kWh
Minimum Monthly Charge	\$15.68

Commercial, single phase:

Service Charge	\$16.28
Energy Charge	\$.11381/kWh
Minimum Monthly Charge	\$16.28

Commercial, three-phase:

Service Charge	\$18.78
Energy Charge	\$.11381/kWh

Oil Well:

Service Charge	\$46.65
Energy Charge	\$.11581/kWh
HP Charge (per manufacturers nameplate HP rating)	\$3.41/HP

Industrial:

Service Charge	\$52.33
Energy Charge	\$.05120/kWh
Demand	\$18.30

Transition large industrial:

Service Charge	\$75.00
Energy Charge	\$.07580/kWh
Demand	\$5.75

Section 13-138 Payment for electrical service

Restoration charge	\$25.00
Interest	1.5%/month

Section 13-139 Consumer Security Deposit

Residential deposit	\$150.00
Commercial deposit	\$250.00

Section 13-143 Pole License

Application fee (1 or more)	\$100.00
-----------------------------	----------

Section 13-144 Service Charges for Administrative and Maintenance Services

Reinstate shut-off services - during normal business hours	\$25.00
Reinstate shut-off services - after normal business hours	\$60.00
Trip fee	\$20.00
Service work during normal hours, per hour (\$20 minimum)	\$48.00

Town of Frederick - 2014 Fee Schedule

Service work after normal hours, per hour (\$116 minimum)	\$58.00
Returned check fee	\$20.00
Late payment fee - the greater of:	5.00 or 1.5% of past due amount
Equipment access - 1st occurrence	\$20.00
Equipment access - 2nd occurrence	\$30.00
Manual Meter Read	\$7.50

Section 13-163 Main Feeder Capital Investment Fees (MFCI)

Small, non-typical services	Breaker/Fuse amps/ 150 x \$650 = MFCI
Single-family, 1 unit	\$650.00
Multi-family, 2 units	\$400/residence
Multi-family, 3 to 8 units	\$350/residence
Multi-family, 9 or more units	\$250/residence
Nonresidential	As determined by Board

Section 13-205 Storm Water Utility Fee (monthly rate)

Residential	\$6.23
Industrial land, per acre	\$34.00
Commercial land, per acre	\$45.00
Public land, per acre	\$21.00

Section 13-209 Storm Water Capital Expansion Fee

Residential, single family unit, per lot	\$977.00
Multi-family, per square foot of building footprint, concrete, gravel, etc.	\$0.488
Commercial, per square foot of building footprint, concrete, gravel, etc.	\$0.488
Industrial, per square foot of building footprint, concrete, gravel, etc.	\$0.488

Section 13-302 Single-Source Waste Service Utility Fee (monthly)

Residential	\$10.65
-------------	---------

Chapter 18 - Building Regulations

Section 18-1-70 Building Code Permit Fees

Building Permit Fees:

Value of Project	Fee
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500 plus \$3.05 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1000 or fraction thereof, up to and including \$25,000
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000 plus \$10.10 for each additional \$1000 or fraction thereof, up to and including \$50,000
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1000 or fraction thereof, up to and including \$100,000

Town of Frederick - 2014 Fee Schedule

\$101,001.00 to \$500,000.00	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1000 or fraction thereof, up to and including \$500,000
\$500,001 to \$1,000,000.00	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1000 or fraction thereof

Plan Review Fee

65% of Building Permit Fee

Electrical Permit Fee:

Residential:

Not more than 1000 square feet	\$46.00
1,001 -1,500 square feet	\$51.75
1,501 - 2,000 square feet	\$63.25
Per 100 square feet in excess of 2,000 square feet	\$3.45

Valuation of Work:

Not more than \$300	\$46.00
\$301 - \$2,000	\$51.75
\$2,001 - \$50,000	\$19.55/thousand
\$50,001 - \$500,000	\$18.40/thousand + \$57.50
More than \$500,000	\$17.25/thousand + \$632.50
Mobile Home or Travel Trailer Park (per space)	\$46.00
Reinspection Fee	\$51.75
Construction Meters	\$37.00

Road Impact Fee:

Residential, Single Family Detached	\$1,456.00
Multi-Family, per dwelling	\$1,009.00
Mobile Home Park/Mfg. Housing Project, per site	\$1,456.00
Hotel/Motel, per room	\$325.00

Retail/Commercial (per 1,000 square feet) :

Auto Sales	\$700.00
Auto Service/Repair/Tire Store	\$500.00
Bank	\$1,350.00
Building Materials/Hardware/Nursery	\$925.00
Convenience Store	\$2,100.00
Discount Store	\$900.00
Furniture Store	\$175.00
Movie Theater	\$1,350.00
Restaurant, Fast Food	\$2,000.00
Restaurant, Sit-Down	\$1,300.00
Shopping Center/ General Retail <1,000,000 square feet	\$925.00
Shopping Center/ General Retail <100,000 square feet	\$1,580.00
Shopping Center/ General Retail <500,000 square feet	\$1,100.00
Shopping Center/ General Retail 1,000,000+ square feet	\$810.00

Office/Institutional (per 1,000 square feet):

Church/Synagogue	\$350.00
Day Care Center	\$360.00
Hospital	\$652.00
Nursing Home	\$200.00
Office, General <100,000 square feet	\$625.00
Office, General <100,000 square feet	\$460.00
Office, General <100,000 square feet	\$375.00
Office, Medical	\$1,375.00
School	\$100.00

Industrial (per 1,000 square feet):

Town of Frederick - 2014 Fee Schedule

General Light Industrial	\$265.00
Mini-warehouse	\$185.00
Warehouse	\$185.00
Park Improvement Fee	\$1,000.00
General Capital Improvement Fee	\$1,500.00
Open Space Fee	\$500.00

Land Use Code - Article 1

1.11 Fees	<u>Fee</u>	<u>Deposit</u>
<u>Annexation, Zoning and Concept Plan:</u>		
Up to 1 acre	\$750.00	\$5,000.00
1-10 acres	\$1,500.00	\$5,000.00
More than 10 acres	\$2,500.00	\$5,000.00
<u>Annexation Agreement Amendment:</u>		
1 section of the agreement	\$250.00	\$1,500.00
Each additional section of the agreement	\$50.00	
Appeal of Administrative Decision	\$150.00	\$1,000.00
Code Text Amendment	\$500.00	\$1,000.00
Comprehensive Plan/Planning Area Amendment	\$500.00	\$2,500.00
1.11 Fees	<u>Fee</u>	<u>Deposit</u>
Conditional Use	\$500.00	\$2,500.00
<u>Final Development Plan (including amendments):</u>		
Up to 10 lots, 50 dwelling	\$750.00	\$5,000.00
Up to 100 lots, 250 dwelling	\$1,500.00	\$5,000.00
More than 100 lots, 250 dwelling	\$2,500.00	\$5,000.00
<u>Final Plat (including replats):</u>		
Up to 10 lots	\$250.00	\$5,000.00
Up to 100 lots	\$500.00	\$5,000.00
More than 100 lots	\$750.00	\$5,000.00
<u>Maps:</u>		
Small Map - 11 x 17	\$1.00	
Large Map - 24 x 36	\$5.00	
Street Map - 42 x 55	\$7.00	
Metropolitan District	\$750.00	\$2,500.00
Minor Modification	\$250.00	
Minor Subdivision Replat	\$500.00	\$1,500.00
Minor Subdivision Replat - Amendment	\$250.00	\$1,000.00
<u>Preliminary Plat (including amendments):</u>		
Up to 10 lots	\$500.00	\$5,000.00
Up to 100 lots	\$750.00	\$5,000.00
More than 100 lots	\$1,000.00	\$5,000.00
<u>Preliminary Development Plan (including amendments):</u>		
Up to 10 lots, 50 dwelling units, or 25K sq. ft.	\$750.00	\$5,000.00
Up to 100 lots, 250 dwelling units, or 100K sq. ft.	\$1,500.00	\$5,000.00
More than 100 lots, 250 dwelling units or 100K sq. ft.	\$2,500.00	\$5,000.00
Sketch Plan	\$150.00	\$2,500.00
Telecommunication Facility	\$500.00	\$2,500.00
<u>Vacation of Right-of-Way or Easement:</u>		
One easement or right-of-way request	\$100.00	\$1,000.00
Each additional request	\$50.00	
<u>Variance:</u>		
Residential	\$200.00	\$1,000.00
Non-residential	\$400.00	\$1,000.00
<u>Waiver:</u>		
Residential	\$200.00	\$1,000.00

Town of Frederick - 2014 Fee Schedule

Non-residential	\$400.00	\$1,000.00
<u>Zoning:</u>		
One zoning district change	\$750.00	\$2,500.00
More than one zoning district change	\$1,000.00	\$2,500.00
Special Use Oil and Gas Drilling and Production		\$1,000.00
<u>Site Plan (including amendments):</u>		
Up to 25,000 sq. ft.	\$250.00	\$2,500.00
More than 25,000 sq. ft.	\$500.00	\$2,500.00
Street Name Change	\$200.00	\$1,000.00
Subdivision Amendment	\$250.00	\$1,000.00
1.11 Fees	<u>Fee</u>	<u>Deposit</u>
Temporary Use	\$150.00	\$1,000.00
Vesting Property Rights	\$200.00	\$1,000.00
Written Interpretation	\$100.00	
Zoning Compliance Letter	\$50.00	

**TOWN OF FREDERICK, COLORADO
ORDINANCE NO. 1161**

**AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO,
ESTABLISHING A PROCESS FOR UPDATING
VARIOUS MUNICIPAL FEES CHARGED BY THE TOWN**

WHEREAS, the Frederick Municipal Code, the Frederick Land Use Code and numerous state, national or international codes impose fees for various Town matters; and

WHEREAS, the Board of Trustees periodically updates one or more of these fees; and

WHEREAS, the Board of Trustees wants to establish a uniform and cost effective system for updating or deleting many of these municipal fees.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:

Section 1. With the exception of impact fees and fees established by international codes, all other fees, whether established by ordinance, resolution or code shall forthwith be established only by resolution.

Section 2. The Town Clerk is directed to prepare and publish by posting a listing of all such fees currently assessed by the Town for municipal services. Such list shall also include fees that are to be deleted.

Section 3. These fees, published pursuant to Section 2 above, unless deleted, shall remain in full force and effect until changed by resolution duly adopted at a public meeting by the Board of Trustees.

Section 4. Frederick Municipal Code, Chapter 2, Article VII, Section 2-187 is deleted.

Section 5. All code provisions establishing fees shall be amended deleting any reference to a specific dollar fee and replaced with reference to the fee schedule adopted by resolution.

Section 6. Effective date. This ordinance shall be published and become effective as provided by law.

Section 7. Severability. If any part, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Town hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof,

irrespective of the fact that one or more part, sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 8. Repealer. All ordinances or resolutions and motions of the Board of Trustees of the Town of Frederick or parts thereof in conflict with this ordinance are, to the extent of such conflict, hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution, or motion thereby.

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED
THIS 10th DAY OF DECEMBER, 2013.**

ATTEST:

By Meghan C. Martinez
Meghan C. Martinez, Town Clerk



TOWN OF FREDERICK

Rory Carey
Rory Carey, Mayor

Town of Frederick-List of Bills
February 14, 2015 - March 13, 2015

4 RIVERS EQUIPMENT LLC	Equipment Supplies	29.60
AARON HERBERT	Reimbursement for supplies	220.54
ACE HARDWARE OF FIRESTONE	Supplies	53.61
ADAMSON POLICE PRODUCTS	Uniforms	1,642.45
AIRS INC	Officer Training	650.00
ALSCO	Uniforms	347.91
AMERICAN PUBLIC WORKS ASSOCIATION	Conference	300.00
ANDY FAIRBANKS	Reimbursement for training supplies	57.98
ARROW OFFICE EQUIPMENT, INC.	Office Supplies	1,128.24
AT&T MOBILITY	GPS Modem Service	41.20
AVID 4 ADVENTURE	Miners Day rock wall down payment	262.50
AWARD ALLIANCE LLC	Branding supplies	86.70
B&L REPAIR	Vehicle maintenance	55.48
BRADFORD PUBLISHING COMPANY	Training supplies	340.91
BRENT BERTRON	Reimbursement for training supplies	105.50
C & M GOLF & GROUNDS	Rotary Mower	48,447.00
CARBON VALLEY CAR WASH LLC	Vehicle maintenance	126.22
CARBON VALLEY RECREATION DIST	Donation	1,500.00
CARD SERVICES	Supplies/Travel & Training	5,761.05
CASELLE, INC.	Contract Support & Maintenance	1,603.00
CENTRAL WELD COUNTY WATER DIST	Water Usage	26,572.50
CENTRAL WELD CTY WATER DIST	Water taps	150,000.00
CENTURYLINK	Phone/Fax services	234.64
CENTURYLINK COMMUNICATIONS LLC	Phone Services	1.20
CES (Colorado Accounts - SW)	Supplies	4,113.20
CHEMATOX LABORATORY INC	Blood tests	85.00
CINDY KAMIGAKI	Reimbursement of travel expenses	261.20
CIRSA	General Liability Insurance	136,899.00
CITY AND COUNTY OF DENVER	Black belt Training	2,000.00
CITY OF LONGMONT	Range fees	600.00
CODE PUBLISHING INC	Frederick Municipal Code-Electronic Update	85.80
COLORADO DEPARTMENT OF AGRICULTURE	Directory listing	25.00
COLORADO MUNICIPAL CLERKS ASSOC.	2015 Membership Application	160.00
COMANCHE CREEK	Pest Control	1,960.00
COMCAST CABLE	TV & Internet service	375.65
COMCAST PHONE	Phone service	520.82
COREN PRINTING INC	Forms	121.85
CUTWATER INVESTOR SERVICES CORP	Investment Services	820.90
DANA KEPNER CO	Water Meter supplies	15,626.38
E-470 PUBLIC HIGHWAY AUTHORITY	Travel	40.85
ELSTER SOLUTIONS LLC	Electric Meter supplies	57,120.00
ENVIROTECH SERVICES, INC.	Ice Slicer	12,617.00
EXPONENTIAL ENGINEERING COMPANY	Electrical Engineering Services	4,237.88
FAIRFIELD AND WOODS PC	Legal services	5,696.00
FASTENAL COMPANY	Tools	299.99
FEDEX	Shipping	8.91
FOOTHILLS PAVING & MAINTENANCE	Retention from 2014 Project	5,472.00

Town of Frederick-List of Bills
February 14, 2015 - March 13, 2015

FP MAILING SOLUTIONS	Postage	111.00
FREEDOM MAILING SERVICES LLC	Utility Bills	2,269.68
FRONTIER BUSINESS PRODUCTS	Copier supplies	873.84
G & G EQUIPMENT INC	Supplies	154.22
GREEN MOUNTAIN PROMOTIONS	Apparel	314.01
HALLECK ENTERPRISES	Land rent	1,317.00
HOME DEPOT/GECF	Equipment & supplies	1,407.28
IWORQ SYSTEMS	Internet Work Management Application	1,272.00
J & S CONTRACTORS SUPPLY CO	Equipment	567.12
JEFF CAHN INC	Judge services	1,200.00
KATHY LARSON	Reimbursement for training	97.16
KING SURVEYORS INC	Hwy 52 annexation	367.00
KINSCO LLC	Uniforms	61.99
KRISTIN NORDECK BROWN P.C.	Legal services	1,068.00
L.G. EVERIST INC	Sales Tax rebate	5,834.00
L.L. JOHNSON DISTRIBUTING COMPANY	Equipment	335.07
LIGHT SPEED COLOR	Printing services	208.00
LONGMONT UNITED HOSPITAL	Donation	1,000.00
MAIN STREET MAT COMPANY	Mat Service	402.86
MANUEL AGUILAR	Refund Overpayment	25.00
NATIONAL ASSOCIATION OF TOWN WATCH	2015 membership	35.00
NEW CONSOLIDATED LOWER BOULDER RES.	Engineering Services	13,539.86
NEWMAN TRAFFIC SIGNS, INC.	Traffic signs	636.29
NOBLE PRODUCTIONS INC	Miners Day entertainment down payment	8,125.00
NORTH AMERICAN TITLE CO	Refund Overpayment	38.90
NORTHERN CHEYENNE TRIBAL PRESERVATION	Bella Rosa Parkway Reconstruction	400.00
O.J. WATSON COMPANY INC	Equipment	896.38
OCPO	Operators Certification Exam	60.00
O'REILLY AUTOMOTIVE INC	Supplies	584.25
PAUL SCARLET	Reimbursement for training expenses	41.14
PET PICK-UPS	Bare Bone Mitts	810.24
PINNACOL ASSURANCE	Worker's Comp Claim	13,262.52
PRAIRIE MOUNTAIN PUBLISHING LLP	Publishing	172.17
PRODUCTIVITY PLUS ACCOUNT	Equipment	110.40
RAMEY ENVIRONMENTAL COMPLIANCE	ORC Services Distribution & Collection Systems	541.00
REIF & HUNSAKER PC	Legal services	1,556.04
RICHARD LEFFLER	Reimbursement for training expenses	346.96
ROBERT BEDSAUL	Reimbursement for training expenses	53.45
SAFETY & CONSTRUCTION SUPPLY INC	Safety Supplies	172.36
SAFEWAY	Supplies	164.76
SAINT AUBYN HOMES	Refund Overpayment	139.03
SAM'S CLUB / GECRB	Supplies	1,213.33
SAMSON LAW FIRM	Fred/Retainer	11,500.00
SIMPLEX GRINNELL	Inspection	170.89
SOURCE GAS	Gas Utility	3,796.31
STAPLES ADVANTAGE	Office supplies	229.63
STARKOVICH LAW, LLC	Prosecution Services	75.00

Town of Frederick-List of Bills
February 14, 2015 - March 13, 2015

STEVE SOEUN	Refund Overpayment	45.22
STRIGLOS COMPANIES, INC.	Terminal Server equipment	9,765.00
TASER INTERNATIONAL	Police Equipment	4,849.43
TELOS ONLINE	Wireless service	309.99
THE METRO CHIEF'S ASSOCIATION	LECC Conference	50.00
THE NAKED HANGER	Uniform cleaning	423.00
TIMBERLAN	IT services	9,330.25
TLO LLC	Investigation fee	71.00
TOTAL FACILITY CARE	Cleaning services	875.00
TRACTOR SUPPLY CREDIT PLAN	Supplies	24.97
TYLER SCHWARTZKOPF	Board Meeting Recordings (2)	60.00
U.S. POSTMASTER	Postage	379.42
UNITED POWER	Electric Utility & Electric O&M	159,619.45
UPPER CASE PRINTING, INK.	Newsletter printing	806.00
UTILITY NOTIFICATION CENTER OF COLORADO	Utility Locates	490.49
UTILITY SALES & SERVICE INC	Contract Meter reading	2,900.98
VERIZON WIRELESS	Gatekeepers - Electric	69.30
VERIZON WIRELESS	Wireless cards	2,118.24
W.L. CONTRACTORS, INC.	Monthly Maintenance Fee	157.50
WARD ELECTRIC COMPANY INC	Material Charges	29.06
WARD ELECTRIC COMPANY INC	Electric O&M & Material charges	22,041.54
WASTE CONNECTIONS OF COLO INC	Trash Service	39,325.40
WESTERN UNITED ELECTRIC SUPPLY CORP	Electrical Supplies	1,167.22
WIRELESS ADVANCED COMM, INC.	Equipment repairs	78.75
WRIGHT EXPRESS	Fuel	3,048.06
	Totals:	<u>824,307.07</u>



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

To Consider Approving a Contract with Houseal Lavigne Associates for Work to be Completed on the 2015 Comprehensive Plan Update

Agenda Date: March 24, 2015

Attachments: a. Proposed Contract with Houseal Lavigne Associates

Finance Review: _____
Finance Director

Submitted by: Jennifer Simmons
Planning Director

Approved for Presentation: Matthew S. Ziegler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Approval of the attached contract is the final step required prior to beginning work on the update to the Comprehensive Plan.

Detail of Issue/Request:

The Board of Trustees has provided funds in the 2015 budget for the completion of an update to the Comprehensive Plan. Five firms submitted responses to a Request for Proposals (RFP) and two of those firms were interviewed. Following the interview process, Houseal Lavigne Associates was offered the opportunity to work for the Town on this project. A representative of Houseal Lavigne Associates has reviewed the attached contract and submitted the scope of work shown in Exhibit A. This scope fully addresses each of the elements requested in the RFP.

Legal/Political Considerations:

The contract was reviewed and approved by legal counsel.

Built on What Matters.

Alternatives/Options:

The attached contract is the standard consultant agreement used by the Town. It meets all contractual requirements of the Town. The Trustees may consider approving or denying the contract.

Financial Considerations:

The approved 2015 budget includes funding for this project. The contract amount is below the budgeted amount.

Staff Recommendation:

Staff recommends approving the contract and authorizing the Mayor to sign it.

SMALL VENDOR-INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2015 (the "Effective Date") by and between the Town of Frederick, Colorado, a Colorado municipal corporation (the "Town") and Houseal Lavigne Associates, LLC., an Illinois licensed Limited Liability Company whose address is 134 N. LaSalle Suite 1100, Chicago, IL 60602 ("Contractor").

WHEREAS, The Town desires to engage the services of Contractor and Contractor wishes to provide those services more fully described on Exhibit A for the Town; and

WHEREAS, the parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. Town is a municipal corporation located in Frederick, Colorado.

1.02 Contractor. Contractor is a private, independent business who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means, and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.

SECTION 2: TERM, DUTIES, COMPENSATION

2.01 Term. This Agreement shall be for services only during the period beginning on the execution of this Agreement and shall not extend beyond the period ending on January 31, 2016.

2.02 Duties and Compensation. The Contractor's duties, compensation and provisions for payment thereof shall be as set forth in Exhibit A, and any contemplated change in said terms shall be submitted to the Town in writing for review and approval prior to any such change.

2.03 Background Check. The Town may, at its' sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

SECTION 3: OPERATIONS

3.01 Expenses: The Contractor shall not incur any expense or debt on behalf of the Town without written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Town and Contractor each agree to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term hereof one or more policies of liability insurance written by one or more responsible insurance carrier(s), which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$1,000,000 combined aggregate
- b) Workers Compensation

Contractor shall furnish an original counterpart of such insurance policy to the Town upon the Town's written request. Contractor shall furnish to the Town appropriate certificates for such insurance, and shall keep in force during the term hereof such insurance required by any law or regulation, or prudent business practices.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities as authorized by this Agreement. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person arising from Contractor's activities as authorized by this Agreement.

SECTION 5: TERMINATION

5.01 Termination. Either party upon fifteen (15) days prior written notice may terminate this Agreement with or without cause.

SECTION 6: MISCELLANEOUS

6.01 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between Contractor and Town is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

6.02 Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual, and extraordinary character which

gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Town irreparable injury and damage. The Contractor expressly agrees that the Town shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor.

6.03 Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Town for any purpose. The Contractor is and will remain an independent contractor in their relationship to the Town.

IMPORTANT NOTICE: Contractor is not entitled to unemployment insurance benefits through the Town. Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to the this contract.

6.04 Applicable Law. This Agreement shall be construed according to the laws of the State of Colorado.

6.05 Time. Time is of the essence of this Agreement and of each covenant thereof.

6.06 Recitals and Exhibits. The Recitals hereto and any Exhibits which may be attached to this Agreement are hereby incorporated herein and made a part of this Agreement by this reference; however, in the event of a conflict between provisions in this Agreement and any exhibits, the provisions in this Agreement shall control.

6.07 Attorney's Fees. If either party employs an attorney to enforce this Agreement, the party in default shall pay the prevailing party the reasonable expenses of the prevailing party, including but not limited to attorney's fees reasonably incurred whether occasioned by litigation or not.

6.08 Assignment and Subcontracting. Contractor may not delegate, assign or subcontract any part of its duties hereunder.

6.09 Waiver of Conditions. Contractor may not waive any part of its duties, obligations or conditions hereunder without obtaining the express written consent of the Town.

6.10 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations and agreements, whether written or oral, except as where noted. This Agreement may be modified only by a written document signed by both parties and approved by the Town Council at a public meeting. This Agreement is confidential and proprietary between the parties and shall not be disclosed to any third party without an agreement between the parties to that effect in writing.

6.11 Third Party Rights. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and their respective successors and assigns.

6.12 Waiver. No consent or waiver, express or implied, by a party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be

deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such party or any other party of the same or any other of its obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any such party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

6.13 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

6.14 Acknowledgment of Review. Contractor hereby expressly acknowledges that he/she has reviewed and understands each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

TOWN

CONTRACTOR

Town of Frederick, Colorado

By _____
Matt LeCerf, Town Manager (Date)


By 
John A. Houseal, Principal Date: 3/16/15
Houseal Lavigne Associates, LLC

EXHIBIT A

DUTIES AND COMPENSATION

DUTIES:

The Contractor will provide professional assistance with the preparation of the Frederick Comprehensive, as outlined in the scope of work in Exhibit A. Houseal Lavigne Associates' representatives (John Houseal and Drew Awsumb) will report directly to Jennifer Simmons and to any other party designated by Jennifer Simmons in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Town and agreed to by the Contractor.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, the Town shall provide Contractor with the following:

- A total not to exceed amount of (\$98,000), including all fees and directly related job expenses.
- The Contractor will submit invoices for services performed and directly related job expenses incurred on the PROJECT during the billing period. The Contractor will submit monthly invoices for services performed and directly related job expenses incurred on the PROJECT during the billing period.

SCOPE OF WORK:

We propose a six step planning process for preparing the Town of Frederick's Comprehensive Plan update. This program entails analyzing existing conditions to provide a concise and accurate assessment of strengths, weaknesses, issues and opportunities; establishing a vision for the community as a foundation for future planning efforts; formulating goals and objectives; developing and evaluating alternative plans and policies; and preparing final Comprehensive Plan recommendations and implementation strategies that are measurable and specific. We anticipate working closely with the Planning Commission throughout the process. Our approach to comprehensive planning emphasizes community participation. We recognize the importance of using the planning process to establish community consensus and foster a stewardship for the Plan. Our approach requires that stakeholders get involved in every step of the planning process and be active participants, helping to define issues, establish a vision, formulate ideas, and shape solutions. Our approach casts a wide net of engagement by providing an assortment of both traditional and innovative web-based approaches.

Step 1: Project Initiation & Outreach

To "kick-off" the planning process on the right foot, meetings with key Town staff, and the Planning

Commission are needed prior to undertaking other community outreach activities. After the “kick-off” to the planning process, our proposed outreach activities will help foster a stewardship for the Plan and the community as a whole.

Robust community outreach and citizen participation are the cornerstones of our proposed planning process. Anticipating high levels of participation from an active and engaged community, our proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing the Comprehensive Plan for the Town of Frederick.

1a: Director Meeting

At the onset of the project we will meet with Town staff to review and discuss the project scope, deliverables, meeting schedule and related issues. Regular and “as needed” meetings with Town staff will be held throughout the planning process to ensure an open communication and exchange of ideas.

1b: Project Initiation Workshop with Planning Commission

A Project initiation meeting will be held with the Planning Commission to set the foundation for the planning program and review and discuss the overall direction and policy issues facing the community. The project initiation meeting will conclude with a Project Initiation Workshop. The workshop is intended to solicit the views of the Commission regarding their concerns and aspirations for the Town of Frederick.

1c: Press Releases, Notices, and Newsletter Articles

We will work with Town staff to prepare special articles at key points in the planning process for the Town’s website, local newsletters, local media outlets, and the interactive project website we will create for the project. We suggest an initial article to describe the purpose and objectives of the Comprehensive Plan, as well as regular updates during the process.

1d: Community Workshop & Charrette

The purpose of the community workshop is to allow residents to provide input into the future plans for the Town. The workshop will: (a) review the purpose of the Comprehensive Plan, the planning process to be undertaken, and the schedule for the project; and (b) secure local views on concerns, issues, and potentials within the community. The session will include both large group and small group working sessions to review and discuss conditions and potentials within the Town. The large group will work together to identify issues and opportunities, and the small “breakout” groups will work together to develop “visions” for the future of the community.

1e: Interactive Project Website (at no cost to the Town)

We will design and host an interactive Project Website that is linked to the Town’s website. We are committed to utilizing the internet to maximize the participation and communication between the Town and residents as it relates to the new Comprehensive Plan for the duration of the planning process and beyond. This website can be used to post project schedules and meeting dates; display graphics, maps, and draft documents; address frequently asked questions; host a community discussion forum; contain on-

line community surveys; and provide a variety of other features. The website will be the “one place” to go to for information regarding the updated Comprehensive Plan. Our websites are designed and hosted in house and provided free of charge for our projects.

1f: Social Networking & RSS

If desired by the Town, we can integrate Twitter, RSS Feeds, and Facebook into the interactive website and Comprehensive Plan process. For those residents that use the Internet to stay informed, these tools are essential in keeping them connected with local happenings as it relates to the Plan. Social networking tools can help increase awareness of the Comprehensive Plan and process and assist in increasing the number of people participating in all outreach exercises, including traditional face-to-face meetings.

1g: sMap (On-Line Community Issues Mapping)

For no additional charge, we will feature sMap, a web-based community issues mapping tool on the interactive Project Website. This award-winning tool, developed by Houseal Lavigne Associates, allows website visitors to identify, map, and comment on areas of concern and valued community assets. It simplifies the mapping process and familiarizes residents with all areas of the community in a fun, interactive, and effective manner. Input from residents allows us to create a composite map of community issues to assist with the identification and establishment of community goals and objectives.

1h: On-line Community Questionnaires for Residents & Businesses

To provide another means for community participation, we will prepare (1) a web-based questionnaire for **residents** of Frederick to solicit community-wide opinion on a range of topics and issues, and (2) a web-based questionnaire for **business owners** designed to gather information on those issues and concerns most important to the Town’s business community. These online surveys will be posted on the project website. At the close of the survey response period, we will review and summarize results as a gauge of community priorities and issues.

Step 2: Existing Conditions Analysis

This step will include the analysis of existing conditions and future potentials within the community. It will be based on information provided by the Town, as well as feedback from community service providers and reconnaissance, surveys, inventories, and analyses undertaken by the Consultant. The emphasis will be on the identification of existing conditions that will be taken into consideration during the formulation of goals, objectives, and planning recommendations.

2a: Town Studies, Plans, and Reports

The Town’s previously prepared plans and studies with an influence on the Comprehensive Plan update will be assembled and reviewed, including the existing Comprehensive Plan. This review of documents will determine: (a) recently adopted Town policies which needs to be reflected in the new Comprehensive Plan; (b) changes within the community that have taken place since the previous plans were prepared; (c) inconsistencies between plans and reports; (d) the relevance of previously collected data; and, (e) gaps in data which must be corrected as part of this planning process.

2b: Zoning and Development Controls

All of the Town's regulatory controls will be assessed to identify strengths and weaknesses, and to determine how these controls may influence opportunities for new development or redevelopment, including opportunities to support housing initiatives.

2c: Market and Demographic Overview

A firm understanding of the community's existing and forecasted demographics is important as a foundation for land use planning and development decision-making.

Our demographic overview will include an analysis of recent trends in population, households, income, age and gender characteristics, racial and ethnic composition, and labor force and employment to help create a foundation to assist with future land use designations and planning objectives.

Analysis will be conducted to ascertain the Town's position in context of the competitive market area and potential for attracting new non-residential development.

2d: Existing Land-Use and Development

An Existing Land-Use Map will be prepared that inventories all parcels in the Town and its planning area. The map will then be analyzed to identify functional land-use areas, compatible and incompatible land-use arrangements, and other issues related to land-use and existing development conditions. This inventory and assessment will include detailed examination of residential neighborhoods, commercial areas, industrial/employment areas, and more.

2e: Community Facilities

We will conduct an inventory and analysis of community service providers and owners, including the School District, Library District, Frederick-Firestone Fire Protection District, Police Department, Public Works and more. Facilities and services will be evaluated with respect to age, condition, capacity, demand, and the need for future improvement. The Consultant will prepare a facilities survey questionnaire to be sent to all service and facility providers within the community. The results of the survey, together with fieldwork and other research, will be used to prepare a report detailing and mapping existing community facilities.

2f: Transportation and Mobility

An analysis of the Town's existing transportation conditions will be undertaken. This will encompass the existing street system, sidewalk network and other bike and pedestrian facilities, and potential for public transportation. Problems, concerns, and opportunities for improvement will be identified. The analysis will assist with the development of recommendations that would improve access and control, linkages and connectivity, and overall safety and efficiency.

2g: Environmental Features and Open Space

This step will include the review, inventory, and analysis of the Town's open space and environmental features, including: parks and other significant natural resources, water features, and special natural and

human-made features that add to the Town's image and character.

2h: Existing Conditions Analysis Planning Commission Presentation

The results of the community outreach activities and the preceding work steps will be outlined in a memorandum and presentation to the Planning Commission detailing issues, opportunities, potentials, existing conditions, and trends to be addressed in the Comprehensive Plan update. This interim report will serve as a foundation for the future steps in the planning process. The objective of this meeting is to provide an overview of outreach completed to date and develop an understanding of the issues, concerns, and priorities that should be addressed in the Comprehensive Plan as a foundation for preparing the Preliminary Vision, Goals and Objectives in Step 3.

Step 3: Community Vision, Goals, and Objectives

The purpose of this step will be to establish an overall “vision” for the future of the Town of Frederick that can provide focus and direction for subsequent planning activities and serve as the “cornerstone” of the consensus building process. Based on the Vision and previous steps in the planning process, preliminary Goals and Objectives will also be prepared.

3a: Vision Statement

Building on the community workshop and our assessment of existing conditions, we will prepare a preliminary Vision Statement for the Town of Frederick. The preliminary Vision Statement will be based on the Vision Session, feedback from the community outreach activities, and observations from the Consultant Team.

3b: Goals and Objectives

Based on previous steps in the planning process, preliminary Goals and Objectives will be prepared which will provide more specific focus and direction for planning recommendations. Possible categories include (1) Town image and identity; (2) Housing and residential neighborhoods; (3) Economic development; (4) Commercial areas; (5) Transportation, safety, and mobility; (6) Parks and open space; (7) Community facilities and infrastructure; and, (8) Plan implementation. The Preliminary Vision Statement, Goals, and Objectives will be provided to staff and the Planning Commission for review and comment.

Step 4: Housing Study

4a: Housing Assessment

Demographic trends and projections through 2030 will be used to identify anticipated housing needs including market-rate, affordable, senior and special needs housing. Additional information will be gathered with regard to the existing housing stock and residential development activity including: pricing, volume, absorption, tenure, vacancy, rental, ownership, foreclosures and related data in the Town and surrounding region.

The analysis will outline residential market needs and potential by product type as derived from the cumulative effect of local and regional socioeconomic trends. Attention will focus on quality housing, density and price points. This information will be further quantified to identify specific sites and

locations to address.

Building off of work conducted for the comprehensive plan, all residential neighborhoods and properties will be inventoried, evaluated and mapped. Assessment will note incomplete subdivisions and opportunities for infill development. This will include: single family detached, single-family attached, condominiums, apartments and senior housing.

4b: Growth Build-out Projections

Based on the analysis and findings of the Housing Assessment, growth build-out projections will be prepared that identify locations considering such things as proximity to infrastructure and water, future road extensions, surrounding development and other factors. Projections will be made that consider minimum, mid and maximum build-out to assist with long-term planning decisions. Projections under each scenario will include: the amount of land that may be developed, number of dwelling units, and population.

In addition, all regulatory controls, codes and ordinances will be assessed to determine how these may influence residential uses and opportunities for new development or redevelopment.

4c. Jobs/Housing Assessment

Employment and business growth sectors will be analyzed to determine the potential to accommodate housing needs related to expansion of particular industries. This assessment will examine whether jobs and wages correspond to demand for particular product types and price points. For example growth in higher wage jobs will have a corresponding impact on demand for higher end product. Commute sheds both in and out of Frederick will be analyzed to determine whether a larger share of workers may be attracted to living in the Town if the appropriate product type were available.

Research, analysis and input will be aggregated into recommendations for policies and regulations for incorporation into the Comprehensive Plan update.

Step 5: Community-Wide Plans and Policies

This step will entail the preparation of future plans for growth and annexation, land use, transportation and mobility, open space and environmental features, community facilities, urban design and community character, and community sustainability. These future plans will provide the “core” for the Comprehensive Plan and will reflect community input and the Town’s Goals and Objectives.

5a: Land Use and Development Plans and Recommendations

Based on the Goals and Objectives and work activities in Steps 1 through 4, Land Use Plans and Recommendations will be prepared for the Town and its planning area. The Land Use Plans and Recommendations will include recommendations and policies for all land use areas in the Town, including residential neighborhoods and uses, commercial areas, industrial land uses, and more. The Plan will provide land use designations for all areas of the Town as well as any adjacent unincorporated areas. The Land Use and Development Plan will utilize text and highly illustrative maps and graphics to communicate planning concepts and principles.

5b: Neighborhoods, Commercial and Industrial Area Framework Plans and Recommendations

In addition to a Town-Wide Land Use Plan and Map, the Land Use Plan will also include more specific framework plans and policies for both major land use divisions, including: (1) Residential Areas/Neighborhoods Plan & Policies; (2) Commercial and Industrial Areas Plan & Policies. The Residential Areas Framework Plan will explore opportunities and policies to stabilize existing neighborhoods and incorporate the findings of the more detailed Housing Study conducted.

The Commercial and Industrial Areas Framework Plan will explore opportunities for economic development and expansion of the Town's tax base.

5c: Transportation and Mobility Plans and Recommendations

Based on work activities in Steps 1 through 3, the preliminary Transportation and Mobility Plan for the Town will be prepared. The existing street system is well established in some areas of the community, but system recommendations can improve transportation options for residents, including a comprehensive sidewalk network. The Transportation and Mobility Plan will focus on the coordination and optimization of all modes of travel within the Town, including vehicular, bicycle, walking, and transit services. The Transportation and Mobility Plan will include specific recommendations for motorized and non-motorized travel, parking, circulation, and linkages between key areas of the Town. The Transportation and Mobility Plan will utilize text and highly illustrative maps and graphics to communicate transportation planning concepts, recommendations, and principles.

5d: Recreation, Open Space, and Natural Features Plans and Recommendations

The Comprehensive Plan will recognize the importance of the Town's natural resources and its established parks and recreation system. Plan recommendations will build off of the 2010 Parks, Open Space and Trails Master Plan (POST) to preserve and enhance parks and open spaces and improve their accessibility throughout the Town.

5e: Community Facilities Plans and Recommendations

Based on work activities in Steps 1 through 3, the preliminary Community Facilities Plan will be prepared. The Plan will identify and inventory all community facilities in the Town and include recommendations and policies for municipal facilities and services, infrastructure, intergovernmental coordination and cooperation, and more. The Community Facilities Plan will utilize text and highly illustrative maps and graphics to communicate planning concepts and principles.

5f: Urban Design and Beautification Recommendations

Recommendations and policies for urban design and beautification will be prepared that provide a framework for improving the overall identity, appearance, and character of the Town and its corridors, neighborhoods, and employment areas. The recommendations will seek to improve the overall image and attractiveness of the Town through urban design, landscaping, pedestrian amenities, entry features, development design criteria, signage improvements, and more. Recommendations relating to urban design and beautification will be appropriately incorporated as components into other Plan elements, such as the residential, commercial, and industrial framework plans.

5g: Implementation Strategy

An Implementation Strategy will be prepared which will describe the specific actions required to carry out the Comprehensive Plan update, including recommendations regarding zoning and other regulations, timing of recommendations (short-, mid-, long-term), priority improvement projects and redevelopment sites, potential funding sources and implementation techniques, and general administration and follow-up to the Plan. This section will also identify methods and indicators to allow the Town to track the progress and effectiveness of the Plan and maximize its usefulness as a tool to achieve community Goals and Objectives.

Step 6: Plan Documents and Adoption

Based on the previous steps in the planning process, the draft and final versions of the Comprehensive Plan document will be prepared for local review and consideration, including the Planning Commission public hearing and the presentation to and adoption by the Board of Trustees.

6a: Draft Comprehensive Plan Document

Based on the results of Steps 1-4, a draft Comprehensive Plan document will be prepared for local review and consideration. The Plan report will be designed not only to serve as a document for guiding land use and development, but also as a guide for establishing Town policy regarding a variety of components that collectively provide the community's overall quality of life. The Plan will also provide a detailed Implementation Strategy that identifies specific projects and actions that need to be undertaken in order for the Town to realize the Plan's recommendations. We anticipate that the Plan report will include the following sections:

Introduction, which will describe: (1) the history of the community and background to the Comprehensive Plan; (2) the overall purpose of the planning program; (3) the planning process undertaken by the Town; 4) a summary of community outreach activities and results; and 5) the organization of the Plan document.

Community Profile, which will describe the existing conditions within the Town, including demographics, existing land use, current zoning, community facilities, transportation conditions, community character, and open space and environmental features.

Community Vision, Goals, and Objectives, which will provide a Vision for the community, and the Goals and Objectives for the Plan. The Vision will serve as the foundation for all planning principles, policies, and recommendations included in the Plan.

Land-Use and Development Plan, which will establish land use designations for all areas of the Town and its planning jurisdiction and highlight potential redevelopment areas in the Town. The Land-Use Plan will present recommendations for improving and enhancing existing land-use areas and promote compatible new development and redevelopment in selected locations.

- **Business, Commercial, and Industrial Areas**, as part of the Land Use and Development Plan, recommendations, policies, and guidelines for commercial and industrial areas will be provided.

Neighborhood and Housing, will present policies and guidelines to manage, protect, and enhance established neighborhoods and new residential construction as well as in implementing the findings of the Housing Study.

Transportation and Mobility Plan, which will present policies and recommendations related to access, traffic circulation, parking, pedestrian and bicycle movement, and potential for enhanced public transportation.

Recreation, Open Space, and Natural Resources Plan, which will present policies and recommendations for maintaining and enhancing the Town's open space and environmental features, including parks, water features, wetlands, and other assets.

Community Facilities Plan, which will provide a detailed inventory of community facilities and present policies and recommendations for municipal facilities, public utilities (water and sewer), telecommunications facilities, schools, cultural facilities and other institutions and public services.

Implementation, which will describe the specific actions required to carry out the new Comprehensive Plan, including recommendations regarding zoning and other regulations, priority improvement projects and redevelopment sites, potential funding sources and implementation techniques, and general administration and follow-up to the Plan.

6b: Staff Review

Prior to presenting the Draft Comprehensive Plan to the Planning Commission, the Plan will be distributed to Town staff for review. The Plans will be modified based on staff review.

6c: Planning Commission Meeting

A meeting will be conducted with the Planning Commission to review and reach agreement on the draft Comprehensive Plan before proceeding to the community open house and public hearing.

6d: Community Open House

Prior to the Public Hearing, a community open house will be held to allow residents to "drop in" and review preliminary plans and ask questions of the members of the Consultant Team. The Open House format provides an opportunity to see and learn about the Town's Comprehensive Plan update before the adoption process begins.

6e: Final Plan Report to Plan Commission (Public Hearing/Presentation)

The Public Hearing provides an opportunity for residents and the community at-large to comment on the Plan and its recommendations prior to its adoption. Based on review and discussion, and based on public feedback during the public hearing, a revised Comprehensive Plan will be prepared for adoption.



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

Contract Extension between WAPA and the Town of Frederick, Colorado

Agenda Date: Town Board Meeting - March 24th, 2015

Attachments:

- a. Contract NO. 14-RMR-2513 Between the Town of Frederick, Colorado and United States Department of Energy Western Area Power Administration Rocky Mountain Region, Loveland Area Projects for Firm Electric Service.
- b. Resolution 15-R-19

Finance Review:

Finance Director

Submitted by:

Kent VanDyne
Electric Utility Manager

Approved for Presentation:

Matthew A. Ziegler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Approval of the attached contract would extend the current contract the Town of Frederick has with WAPA for firm electric service from the original contract date of September 30, 2024 to September 30, 2054.

Detail of Issue/Request:

A small percentage of our electric power for the Town of Frederick is provided through transmission facilities that are owned and operated by other utilities and coordinated by WAPA. This percentage is typically around 5 percent. We are currently in a contract with WAPA to provide the Town of Frederick firm electric service, and with the signing of this contract between WAPA and the Town of Frederick

Built on What Matters.

would extend that agreement from the current date of September 30, 2024 through the end of the calendar day on September 30, 2054.

Legal/Political Considerations:

The Town Attorney has not reviewed the Contract for technical sufficiency but has provided a Resolution that complies with WAPA's requirements.

Alternatives/Options:

The Board may choose not to approve this contract. By not approving this contract it may compromise our power supply contract agreements with WAPA.

Financial Considerations:

Costs associated with this contract are appropriated in the 2015 budget.

Staff Recommendation:

The staff recommends that the board approve the extension of firm electric service between the Town of Frederick and the United States Department of Energy Western Area Power Administration, Rocky Mountain Region, Loveland Area Projects, and authorize the Town Manager to sign this document.

CONTRACT NO. 14-RMR-2513

BETWEEN

TOWN OF FREDERICK, COLORADO

AND

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
ROCKY MOUNTAIN REGION

LOVELAND AREA PROJECTS

FOR

FIRM ELECTRIC SERVICE

CONTRACT NO. 14-RMR-2513
BETWEEN
TOWN OF FREDERICK, COLORADO
AND
UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
ROCKY MOUNTAIN REGION
LOVELAND AREA PROJECTS
FOR
FIRM ELECTRIC SERVICE

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1.	Preamble	1
2.	Explanatory Recitals.....	2
3.	Agreement.....	4
4.	Term of Contract.....	4
5.	Related Contracts.....	4
6.	Definitions.....	5
7.	Firm Electric Service.....	7
8.	Pumped-Storage and Return Energy	15
9.	Support Energy	19
10.	Rates	20
11.	Compensation	20
12.	Creditworthiness Procedures	22
13.	Scheduling, Accounting, and Billing Procedure	23
14.	Power Factor	24
15.	Integrated Resource Planning	25
16.	Renewable Energy Credits	26
17.	Exhibits	26
18.	General Power Contract Provisions	26

Table of Contents (continued)

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
19.	Authority to Execute	27
	Signature Clause	27
	Resolution	
	Exhibits	
	Scheduling, Accounting, and Billing Procedure (SABP)	
	Creditworthiness Procedures	
	General Power Contract Provisions (GPCP)	

CONTRACT NO. 14-RMR-2513

BETWEEN

TOWN OF FREDERICK, COLORADO

AND

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
ROCKY MOUNTAIN REGION

LOVELAND AREA PROJECTS

FOR

FIRM ELECTRIC SERVICE

1. PREAMBLE: This Contract is made this _____ day of _____, 20____, (Effective Date) pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), August 4, 1977 (91 Stat. 565); October 24, 1992 (106 Stat. 2776, 2799-2803); August 8, 2005 (119 Stat. 594); other acts that specifically apply to the projects involved; and Acts amendatory or supplementary to the foregoing acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Contract or a duly appointed successor; and TOWN OF FREDERICK, COLORADO, a municipal corporation duly organized, created, and existing under and by virtue of the laws of the State of Colorado, hereinafter called Contractor, its successors and assigns; each sometimes hereinafter individually called the Party and both sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 Western markets and delivers wholesale hydroelectric power generated at Federal dams in the Pick-Sloan Missouri Basin Program-Western Division (Pick-Sloan Western Division), and the Fryingpan-Arkansas Project collectively, Loveland Area Projects, or LAP.

2.2 LAP energy with capacity was previously marketed pursuant to the Post-1989 General Power Marketing and Allocation Criteria, Pick-Sloan Western Division (Post-1989 Plan) published in the Federal Register (51 FR 4012), January 31, 1986.

2.3 The Energy Planning and Management Program (EPAMP) Final Rule published in the Federal Register (60 FR 54151) October 20, 1995, Subpart C extended and amended the Post-1989 Plan. In addition, EPAMP implemented the requirements of Section 114 of the Energy Policy Act of 1992 that requires integrated resource planning by Western's firm electric service customers.

2.4 Western's LAP Final 2025 Power Marketing Initiative (2025 PMI), published in the Federal Register December 30, 2013 (78 FR 79444), is inclusive of the Post-1989 Plan, as revised and published in the Federal Register

November 3, 1993 (58 FR 58690), and as extended and amended by EPAMP and the Post-2004, Post-2009, and Post-2014 LAP resource pool allocations. The 2025 PMI provides the basis for marketing the LAP long-term firm hydroelectric resources beginning with the Federal fiscal year 2025, including the contract term and resource pools.

- 2.5 Contractor's Contract No. 87-LAO-113, Firm Electric Service, as amended or supplemented (Original Contract), expires at the end of the calendar day on September 30, 2024.
- 2.6 The 2025 PMI provides for Western to extend the existing Contract Rate of Delivery (CROD) with associated energy to existing long-term firm electric service customers. The CROD with associated energy is subject to reductions, withdrawals, restrictions, limits, penalties, termination, and any other applicable adjustments under Contractor's Original Contract, and is subject to any Western-approved assignments. The CROD with associated energy may be reduced by up to one percent (1%) for each new resource pool in 2024, 2034, and 2044, and is also subject to other adjustments under this Contract.
- 2.7 The Parties choose to enter into this Contract by which Western will provide firm electric service to Contractor from October 1, 2024, through the end of the calendar day on September 30, 2054. This Contract will provide an

orderly transition of firm electric service from the Original Contract to this Contract.

2.8 If applicable, certain allocation holders identified in Exhibit D have assigned their LAP allocations to Contractor, and those assigned LAP allocations are included in this Contract.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF CONTRACT: This Contract is effective as of the date in Section 1 above, will remain in effect through the end of the calendar day on September 30, 2054, and is subject to prior adjustments, modification, or termination as provided herein; Provided, That the delivery of firm electric service under this Contract does not commence until October 1, 2024.

5. RELATED CONTRACTS:

5.1 Contractor's Original Contract expires by its own terms and terminates in its entirety at the end of the calendar day on September 30, 2024.

5.2 In the event the Original Contract is terminated prior to the end of the calendar day on September 30, 2024, this Contract terminates effective with

the termination of the Original Contract, unless otherwise provided in another agreement.

5.3 The CROD with associated energy under Contractor's Original Contract may be modified prior to October 1, 2024, based upon the terms in Contractor's Original Contract related to reductions, withdrawals, restrictions, limits, penalties, termination, and any other applicable adjustment. If such modifications occur prior to October 1, 2024, this Contract and any applicable exhibits and attachments will be revised.

5.4 If applicable, certain allocation holders identified in Exhibit D have assigned their LAP allocations to Contractor, and those assigned LAP allocations are included in this Contract. If this Contract terminates for any reason, any applicable allocation assignment agreement(s) shall terminate concurrently with the termination of this Contract.

6. DEFINITIONS: The following capitalized terms have the designated meaning when used in this Contract:

6.1 Contract Rate of Delivery or CROD is the maximum amount of capacity Contractor is entitled to receive in the December billing period of each Winter Season and the July billing period of each Summer Season as set forth in Exhibit A of this Contract.

- 6.2 Minimum Hourly Delivery is the minimum percentage of Contractor's CROD which Contractor must accept each hour of each month of each season as set forth in Exhibit A of this Contract.
- 6.3 Monthly Capacity is the quantity of firm capacity, expressed in kilowatts (kW) that Western is committed to supply and Contractor is entitled to receive each month as set forth in Exhibit A of this Contract.
- 6.4 Monthly Energy is the quantity of firm energy, expressed in kilowatthours (kWh) that Western is committed to supply and Contractor is entitled to receive each month as set forth in Exhibit A of this Contract.
- 6.5 Points of Delivery are the points where firm electric service furnished by the Loveland Area Projects is delivered as set forth in Exhibit A of this Contract.
- 6.6 Pumped-Storage Energy is energy scheduled from Mount Elbert Powerplant for debit to Contractor's Pumped-Storage Energy account as set forth in Section 8 of this Contract.
- 6.7 Return Energy is the energy scheduled to Western for credit to Contractor's Pumped-Storage Energy account as set forth in Section 8 of this Contract.

6.8 Seasonal Energy is the quantity of firm energy, expressed in kWh that Western is committed to supply and Contractor is entitled to receive each Winter Season and each Summer Season as set forth in Exhibit A of this Contract.

6.9 Summer Season is the six (6) month period from the first day of the April billing period through the last day of the September billing period of any calendar year.

6.10 Support Energy is non-Loveland Area Projects energy purchased on a pass-through cost basis at Contractor's request as set forth in Section 9 of the Contract.

6.11 Time is Mountain Standard Time or Mountain Daylight Time, as appropriate.

6.12 Winter Season is the six (6) month period from the first day of the October billing period of any calendar year through the last day of the March billing period of the following calendar year.

7. FIRM ELECTRIC SERVICE:

7.1 Seasonal Energy and Contract Rate of Delivery: Western, under the terms and conditions set forth in this Contract and within the available capacity of

the applicable substation and transmission facilities to deliver the firm electric service at specific Points of Delivery, will furnish firm electric service to Contractor. Firm electric service will be provided at Contractor's Seasonal Energy with the Monthly Energy amounts, and Contractor's CROD with the Monthly Capacity amounts. Delivery will be provided at the amounts, Point(s) of Delivery, and voltage(s) set forth in Exhibit A of this Contract, less any adjustments specified herein. Contractor will not claim as operating reserves any portion of its CROD or its Monthly Capacity.

7.2 Monthly Commitments: The Monthly Energy and the Monthly Capacity are set forth in Exhibit A of this Contract. Monthly Energy may not be transferred from month to month. Changes requested by Contractor must be submitted in writing to Western for approval sixty (60) days prior to the beginning of any season for which a change is requested to the CROD at the Points of Delivery, and will be set forth in a revised Exhibit A to this Contract.

7.3 Minimum Hourly Delivery: The Minimum Hourly Delivery is set forth in Exhibit A to this Contract and may be changed at Western's discretion to meet changing water release constraints, resource constraints, or seasonal hydrology conditions. Minimum Hourly Delivery changes for a period of more than one (1) year will be set forth in Exhibit A of this Contract. Contractor will be given thirty (30) days from the date of Western's written notice to provide comment prior to any such change.

7.4 Points of Delivery and Voltages: Generally, all delivery points will be on the LAP transmission system. Firm electric service furnished to Contractor will be delivered at the point(s) and voltage(s) set forth in Exhibit A of this Contract.

7.4.1 Transmission costs and losses incurred in the delivery of firm electric service to the Points of Delivery on the LAP transmission system as identified in Exhibit A of this Contract are the responsibility of Western.

7.4.2 All transmission costs, including but not limited to losses and other charges, associated with the delivery of firm electric service beyond the LAP transmission system are the responsibility of the Contractor.

7.4.3 Arrangements may be made with a third party to transmit and deliver energy from the Points of Delivery on the LAP transmission system to Contractor's point of use. Such arrangements will normally be made, managed, and paid by Contractor, or by a group of firm electric service customers. Contractor may request Western to make such arrangements on Contractor's, or a group of firm electric service customers' behalf. If Western consents to make such arrangements, including contracting for the transmission on behalf of Contractor or a group of firm electric service customers, Western will pass through all the costs, along with all associated allocable costs, to the requesting Contractor or group of firm electric service customers, as applicable.

7.5 Metering: If applicable, the point(s) of metering and metering voltage(s) are set forth in the Scheduling, Accounting, and Billing Procedure entered into pursuant to Section 13 of this Contract. If the firm electric service delivered hereunder is measured at point(s) and/or voltage(s) other than the Point(s) of Delivery, the measured amount(s) may be adjusted for losses between the Point(s) of Delivery and the point(s) of metering.

7.6 Allocation Adjustments:

7.6.1 Adjustments for Periodic Resource Pools: Effective October 1, 2024, October 1, 2034, and October 1, 2044, for each respective resource pool, the Seasonal Energy and CROD will be adjusted up to the maximum permitted withdrawal of 1 percent.

7.6.1.1 Western will provide Contractor two (2) years advance written notice of such adjustment.

7.6.1.2 The adjustments to Seasonal Energy and CROD (Winter Season and Summer Season based on the then-current Exhibit A) will be calculated according to the following formulas. The resulting Adjusted Seasonal Energy and Adjusted CROD will be set forth in revisions to Exhibit A of this Contract:

Seasonal Energy (current Exhibit A) x 99% = Adjusted
Seasonal Energy

CROD (current Exhibit A) x 99% = Adjusted CROD

7.6.1.3 If Western determines that any portion of the Seasonal Energy and CROD withdrawn under the terms of this Section 7.6.1 are not required for the resource pools, Western may offer a pro-rata share of the unallocated Seasonal Energy and CROD to Contractor by withdrawing less than the maximum one percent (1%) allowed for each resource pool.

7.6.2 Adjustment for Short-Term Hydrology Increases: The Monthly Energy may be increased periodically, at Western's discretion, if short-term hydrology conditions allow. If the Monthly Energy is increased for any month, it will revert in subsequent months to the Monthly Energy as set forth in Exhibit A of this Contract.

7.6.3 Adjustment for Transmission System Capacity Limitations: In determining the LAP marketable capacity, Western presumed transmission system capacity losses would be offset by diversity. If transmission system diversity becomes insufficient to offset capacity losses, all firm electric service customers' CROD may, at the discretion

of Western, be reduced in each season on a prorated basis following Western's advance written notice to each firm electric service customer, including Contractor, of such reduction. Contractor will be given thirty (30) days from the date of Western's written notice to provide comment prior to the effective date of any such reduction.

7.6.4 Adjustment Due to LAP Generating Capacity Assumptions: LAP allocations are based on the probability that Federal hydropower generation capacity will be available ninety percent (90%) of the time. In periods of adverse generating capacity, Western may be required to reduce Federal generation to the capacity available at the ninety-nine percent (99%) probability level rather than the ninety percent (90%) probability level.

7.6.4.1 Western will provide Contractor at least ninety (90) days written notice prior to any required reduction due to adverse generating capacity as described in Section 7.6.4.

7.6.4.2 Contractor may elect to purchase replacement capacity through Western on a pass-through cost basis. The monthly maximum amounts of replacement capacity Western may purchase for Contractor are set forth in Exhibit B of this Contract. If Contractor fails to deposit the required funds as

requested by Western pursuant to Section 11.1 of this Contract, Contractor will lose its election under this Section 7.6.4 for the season elected.

7.6.4.3 Contractor will provide written notification to Western within thirty (30) days of notice if it elects to have Western purchase replacement capacity on its behalf. Contractor may change its election by written notice to Western sixty (60) days prior to the beginning of any Summer Season or Winter Season.

7.6.4.4 If Contractor elects not to have Western purchase replacement capacity on its behalf, Western may, at its discretion, reduce Contractor's Monthly Capacity as set forth in Exhibit A of this Contract to reflect the difference between the ninety percent (90%) probability level and the amount of capacity available, but not below the ninety-nine percent (99%) probability level.

7.6.5 Adverse Hydrology Adjustments: Western may, at its discretion, adjust the Seasonal Energy and CROD upon five (5) years advance written notice to Contractor; Provided, That such additional adjustment, if any, will be made only in response to changes in hydrology and/or river

operations. Proportional adjustments will be set forth in Exhibit A of this Contract after an appropriate public process.

7.6.6 Adjustments Due to Newly Available Resources: In the event that Western, at its sole discretion, determines that Seasonal Energy and CROD become available, Western may offer these resources to its firm electric service customers. Western may wait until such time as it accumulates sufficient Seasonal Energy and CROD to justify offering these resources in order to eliminate administrative burden.

7.6.7 Adjustments Due to Lack of Generation Resources Beyond the LAP System: LAP does not have generation resources in the States of Kansas and Nebraska, and has utilized contractual arrangements with third parties for delivery into Kansas and Nebraska. In the event that Western, at its sole discretion, determines it does not have or is unable to secure acceptable generation/power supply arrangements with third parties, for delivery of firm electric service, Contractor may make arrangements to take delivery of its allocation at agreed upon Point(s) of Delivery on the LAP transmission system, inclusive of LAP facilities in the Eastern Interconnection.

7.6.8 Adjustment for Lack of Transmission Service: If Contractor is unable or unwilling to make transmission arrangements beyond the LAP

system at its sole expense pursuant to Sections 7.4.2, 7.4.3, and 7.6.7 of the Contract, Western may adjust Contractor's Seasonal Energy and CROD, or terminate this Contract in its entirety.

7.6.9 Adjustments Due to Termination of Assignment: As applicable, if any assignment identified in Exhibit D of the Contract is terminated, the Seasonal Energy and CROD associated with that assignment will be withdrawn from Contractor by revising Exhibit D. Withdrawals under these conditions may be administratively reallocated by Western without further public process.

8. PUMPED-STORAGE AND RETURN ENERGY: Contractor may elect to use Pumped-Storage Energy according to the terms of this Contract.

8.1 If Contractor elects not to use Pumped-Storage Energy, Western may utilize the LAP Pumped-Storage feature. Western's purchases to restore the Pumped-Storage Energy account(s) will be incorporated into the LAP rate base.

8.2 Transmission for delivery of Pumped-Storage Energy and Return Energy over the system(s) of third parties will be made under the terms and conditions of contracts between Contractor and applicable third parties. Upon Western's written request, Contractor will provide Western a copy of such contract(s).

8.3 For firm electric service customers not directly interconnected to the LAP transmission system at Malta Substation, the losses and transmission charges set forth in Exhibit C hereto will be assessed on schedules to and from Western.

8.4 Pumped-Storage Energy Account:

8.4.1 As of October 1, 2024, Contractor will have 3.9 kilowatthours per kilowatt of its CROD for the Summer Season and 4.4 kilowatthours per kilowatt of its CROD for the Winter Season in a Pumped-Storage Energy account.

8.4.2 Contractor may schedule energy to or from Western for credit or debit to Contractor's Pumped-Storage Energy account. Pumped-Storage Energy may be scheduled to Contractor from Western only when there is a positive balance in Contractor's Pumped-Storage Energy account.

8.4.3 Contractor will schedule and deliver 1.4 kWh of Return Energy to Western at such points on the LAP transmission system as the Parties mutually agree for each kilowatt-hour scheduled from Contractor's Pumped-Storage Energy account. Western will credit Contractor's Pumped-Storage Energy account 1.0 kWh per 1.4 kWh of Return Energy received. All Return Energy will be accounted for as if it were

transmitted to Malta Substation regardless of the point(s) at which it is actually delivered. The 1.4 kWh of Return Energy for every 1.0 kWh of Pumped-Storage Energy ratio will be reviewed and may be adjusted by Western periodically to more accurately reflect actual operating experience or conditions.

8.4.4 Contractor's Pumped-Storage Energy account will not exceed the initial amount of energy as specified in Section 8.4.1 of this Contract. The balance in Contractor's Pumped-Storage Energy account must be restored to this level by Contractor at the end of each Summer Season and each Winter Season.

8.5 Scheduling:

8.5.1 Pumped-Storage and Return Energy will be scheduled according to Western's Scheduling, Accounting, and Billing Procedure.

8.5.2 Contractor's total hourly rate of delivery of Monthly Energy, Pumped-Storage Energy, and Support Energy will not exceed Contractor's Monthly Capacity.

- 8.5.3 Return Energy will normally be scheduled to Western for credit to Contractor's Pumped-Storage Energy account during off-peak hours as defined in the Scheduling, Accounting, and Billing Procedure. These hours are subject to change at Western's sole discretion should operating experience or conditions indicate such a change is necessary.
- 8.5.4 If Western determines that Return Energy schedules must be curtailed due to Western's inability to absorb off-peak energy, such schedules will be curtailed for all LAP firm electric service customers on a pro rata basis.
- 8.6 If Contractor fails to restore its Pumped-Storage Energy account to its initial level at the end of each Summer Season and each Winter Season as required pursuant to Section 8.4.4 of this Contract, Western will purchase the energy required, at Contractor's expense, and invoice Contractor an amount equal to Western's cost to provide said energy. The purchase of required energy is subject to Provision 3 of the General Power Contract Provisions attached hereto.

9. SUPPORT ENERGY:

9.1 At Contractor's request and to the extent that it is able to do so, Western will purchase Support Energy for Contractor on a pass-through cost basis pursuant to Section 11.1 of this Contract. Support Energy is in addition to Monthly Energy and Pumped-Storage Energy.

9.1.1 Support Energy may be purchased in addition to Monthly Energy such that the combined Monthly Energy and Support Energy does not exceed the energy associated with utilizing the Contractor's Monthly Capacity at Contractor's historical system load factor as determined by Western.

9.1.2 The Contractor's Support Energy will be determined by Western based on data and information requested from Contractor.

9.1.3 The combined rate of delivery of Monthly Energy, Support Energy, and Pumped-Storage Energy may not exceed the Contractor's Monthly Capacity.

9.2 The terms of Support Energy purchases will be set forth in either a separate agreement between the Parties or an exhibit to this Contract.

10. RATES: Western will charge Contractor for firm electric service furnished hereunder in accordance with rates set forth in the LAP Rate Schedule(s), currently Schedule L-F10, or any superseding rate schedule(s).
11. COMPENSATION: Contractor will pay Western for firm electric service furnished hereunder in accordance with the following as well as applicable provisions set forth in the General Power Contract Provisions, attached hereto and made a part hereof.
 - 11.1 Pass-Through Costs: Contractor will pay Western in advance for pass-through costs made pursuant to Sections 7.4.3, 7.6.4.2, and 9 of this Contract.
 - 11.1.1 Trust Account: Western will establish a trust account and will require Contractor to deposit an amount into the trust account sufficient to pay for the estimated amount of one (1) month's pass-through cost by Western on behalf of Contractor. Contractor will deposit funds into the trust account, as requested by Western, prior to Western purchasing on behalf of Contractor.
 - 11.1.2 Excess money remaining in the trust account at the end of a season will be credited toward Contractor's next season, if applicable.

11.1.3 Excess money remaining in the trust account at the end of the purchase agreement period will be refunded to Contractor as soon as practicable, without any interest whatsoever.

11.1.4 If at any time, the trust account balance is insufficient to pay for the cost of purchases by Western at Contractor's request, Contractor will deposit an amount into the trust account as requested by Western, upon receipt of an itemized invoice.

11.2 Bill Crediting: Payments due Western by Contractor, or due by Western to Contractor, may be accomplished through third party bill crediting as follows. All other payment provisions will remain in full force and effect.

11.2.1 Payments to a third party: Payments due Western by Contractor will be paid by Contractor to a third party when so directed by Western. Any third party designated to receive payment, and the amount to be paid to that party, will be identified in writing to Contractor with the monthly power bill. The payment to the third party will be due and payable by the payment due date specified on Contractor's power bill issued by Western. When remitting payment to a designated third party, Contractor will indicate that such payment is made on behalf of Western. Western will credit Contractor for the amount paid to the designated third party as if payment had been made directly to

Western and release Contractor from such payment obligation to Western.

11.2.2 Payments from a third party: Contractor will accept payment from a third party of amounts due Contractor by Western and will notify Western of the date of receipt of each payment. Contractor will credit Western for such payment the same as if payment had been made directly by Western and release Western from such payment obligation to Contractor. This obligation to accept payment from a third party does not release Western of its obligation to pay Contractor if a third party is unwilling or unable to pay. In the event a third party payment to Contractor exceeds Western's payment obligation to Contractor, Contractor will reimburse the difference to Western within twenty (20) days of receipt of such third party payment. In the event Western directs more than one third party to make payment to Contractor and the total payments exceed Western's payment obligation to Contractor, Contractor will reimburse the difference to Western within twenty (20) days of receipt of the last payment received by Contractor.

12. CREDITWORTHINESS PROCEDURES: Contractor agrees to comply with Western's Creditworthiness Procedures, which are attached hereto and made a part of this Contract the same as if expressly set forth herein. These

Creditworthiness Procedures may be superseded by any Creditworthiness Procedures as agreed to and executed by the Parties.

13. SCHEDULING, ACCOUNTING, AND BILLING PROCEDURE:

13.1 A written Scheduling, Accounting, and Billing Procedure will be developed and executed by the Parties prior to October 1, 2024, and will be attached hereto and made a part hereof. The Scheduling, Accounting, and Billing Procedure implements certain terms of this Contract but does not modify or amend it and is, therefore, subordinate to this Contract.

13.2 Deliveries of firm electric service hereunder may be scheduled in advance as determined by Western, emergencies excepted, and accounted for on the basis of such advance schedules in accordance with the Scheduling, Accounting, and Billing Procedure. The Scheduling, Accounting, and Billing Procedure will specify the conditions under which inadvertent deliveries, which are greater or less than scheduled deliveries, may be corrected in later deliveries.

13.3 If Contractor does not execute the initial Scheduling, Accounting, and Billing Procedure or any revised Scheduling, Accounting, and Billing Procedure which Western determines to be necessary, Western will implement the

Scheduling, Accounting, and Billing Procedure until mutually acceptable procedures have been developed and executed by the Parties.

14. POWER FACTOR: Contractor will maintain the power factor specified in Western's rate schedule(s) and General Power Contract Provisions. If the power factor requirements under the applicable rate schedule(s) and the General Power Contract Provisions differ, the more stringent requirement will apply.

14.1 If Contractor fails to comply with the power factor requirement in Section 14 above, Western may:

14.1.1 Provide Contractor ninety (90) days advance written notice of noncompliance.

14.1.2 Initiate the Power Factor Accounting and Compliance Procedures in the Scheduling, Accounting, and Billing Procedure.

14.2 Western may correct the condition by making compensatory improvements to Western's system at Contractor's expense, or by making compensatory improvements to Contractor's system with prior approval of Contractor.

14.3 If Western is required to pay for system improvements associated with power factor correction on the systems of its wheeling agents which are attributable

to conditions on the system of Contractor, Contractor agrees to pay Western for the cost of such improvements.

15. INTEGRATED RESOURCE PLANNING: EPAMP requires that Contractor submit an Integrated Resource Plan (IRP) to Western. Alternatively, as provided in EPAMP, Contractor may submit a small customer plan, minimum investment report, or energy efficiency/renewable energy report if Contractor satisfies applicable qualifying requirements contained in Subpart B 10 CFR Part 905, as amended, of EPAMP.

15.1 Western will administer the integrated resource planning requirements in accordance with EPAMP, as amended.

15.2 Contractor will comply with applicable integrated resource planning requirements in accordance with EPAMP, as amended.

15.3 Contractor's failure to comply with EPAMP's integrated resource planning requirements, after exhaustion of all applicable administrative appeals, will result in the application of penalties as specified in EPAMP.

15.4 In the event Western promulgates changes to EPAMP, Contractor may terminate this Contract, by written notice to Western within ninety (90) days

after the effective date of an EPAMP change. This Contract will terminate no later than one (1) year from the date of Contractor's written notice to Western.

16. RENEWABLE ENERGY CREDITS: If Contractor takes delivery of LAP firm electric service and so elects, credit will be offered by Western for LAP renewable energy attributes (or other related attributes as may be determined in the future) under the terms and conditions provided in Exhibit E to this Contract.

17. EXHIBITS: As applicable, initial Exhibits A, B, C, D, and E are incorporated by reference and made a part of this Contract. All exhibits will be in full force and effect in accordance with their terms and the terms of this Contract.

17.1 The Parties may add or revise an exhibit upon signature of the Parties. The Parties may terminate an exhibit by signing a letter of concurrence agreeing to such termination.

17.2 If there is a conflict between the provisions of this Contract and any exhibit to this Contract, the provisions of this Contract will prevail.

18. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective September 1, 2007, attached hereto, are made a part of this Contract the same as if they had been expressly set forth herein; Provided, That Provisions 19 through 30 will not be applicable hereunder.

Contract No. 14-RMR-2513
TOWN OF FREDERICK,
COLORADO

19. AUTHORITY TO EXECUTE: Each individual signing this Contract certifies that the Party represented has duly authorized such individual to execute this Contract that binds and obligates the Party.

The Parties have executed this Contract No. 14-RMR-2513 to be effective on the date set forth in Section 1 above.

WESTERN AREA POWER ADMINISTRATION

By: _____
David Neumayer

Title: Vice President of Power Marketing
Rocky Mountain Region

Address: Western Area Power Administration
P.O. Box 3700
Loveland, CO 80539-3003

TOWN OF FREDERICK, COLORADO

(SEAL)

Attest:

By: _____

Date: _____

By: _____

Title: _____

Address: _____

RESOLUTION

BE IT RESOLVED by the Board of Trustees of the TOWN OF FREDERICK, COLORADO, that _____ is hereby authorized to execute for and on behalf of the TOWN OF FREDERICK, COLORADO, the attached Contract No.

14-RMR-2513 with the Western Area Power Administration, which was duly presented to the Board of Trustees and which Contract is hereby approved.

(State of Colorado)) ss
(County of Weld)

I, _____, the duly appointed and qualified _____ of the TOWN OF FREDERICK, COLORADO, do hereby certify that the foregoing is a true, accurate, and complete copy of a resolution duly passed and adopted at a regular meeting of the Board of Trustees of the TOWN OF FREDERICK, COLORADO held on _____, 20____.

Dated: _____ By: _____

Title: _____

(SEAL)

DELIVERY OBLIGATION

1. This Exhibit A, to be effective under and as a part of Contract No. 14-RMR-2513, dated _____, 20____, hereinafter called the Contract, will remain in effect until superseded by another Exhibit A; Provided, That this Exhibit A or any superseding Exhibit A will terminate upon expiration or termination of the Contract.
2. SEASONAL ENERGY AND CONTRACT RATES OF DELIVERY FOR FIRM POWER:
 - 2.1 Subject to changes as provided in Sections 5 and 7.6 of the Contract, beginning on October 1, 2024, and continuing through the end of the calendar day on September 30, 2034, the Seasonal Energy during the Winter Season will be 434,139 kilowatthours; and the Seasonal Energy during the Summer Season will be 442,508 kilowatthours.
 - 2.2 Subject to changes as provided in Sections 5 and 7.6 of the Contract, beginning on October 1, 2024, and continuing through the end of the calendar day on September 30, 2034, the CROD for firm electric service during the Winter Season will be 160 kilowatts, and the CROD for the Summer Season will be 163 kilowatts.

3. MONTHLY ENERGY: The Monthly Energy is prorated to the Point(s) of Delivery based upon each Point of Delivery's share of the CROD as set forth in Section 5 of this Exhibit A. Pursuant to Sections 7.1 and 7.2 of the Contract, the amounts of Monthly Energy based upon the percentages of Seasonal Energy that Contractor is entitled to use each month are as follows:

<u>Winter Season</u>	<u>MONTHLY ENERGY</u> (kWh)	<u>PERCENT OF</u> <u>SEASONAL ENERGY</u> (%)
October	73,370	16.9
November	73,370	16.9
December	80,316	18.5
January	78,145	18.0
February	61,648	14.2
March	<u>67,290</u>	<u>15.5</u>
TOTAL WINTER SEASON ENERGY:	434,139	100
<u>Summer Season</u>	<u>MONTHLY ENERGY</u> (kWh)	<u>PERCENT OF</u> <u>SEASONAL ENERGY</u> (%)
April	64,606	14.6
May	67,704	15.3
June	77,881	17.6
July	97,352	22.0
August	77,881	17.6
September	<u>57,084</u>	<u>12.9</u>
TOTAL SUMMER SEASON ENERGY:	442,508	100

4. MONTHLY CAPACITY: The monthly percentages of CROD listed below are applied to the CROD at the Point(s) of Delivery set forth in Section 5 of this Exhibit A. Pursuant to Sections 7.1 and 7.2 of the Contract, Contractor's Monthly Capacity based upon the percentages of the CROD listed below are as follows:

<u>Winter Season</u>	<u>MONTHLY CAPACITY</u> (kW)	<u>PERCENT OF CROD</u> (%)
October	148	92.6
November	145	91.2
December	160	100.0
January	155	97.3
February	144	90.4
March	131	82.0

<u>Summer Season</u>	<u>MONTHLY CAPACITY</u> (kW)	<u>PERCENT OF CROD</u> (%)
April	134	82.6
May	126	77.5
June	151	93.0
July	163	100.0
August	143	87.9
September	139	85.4

5. POINTS OF DELIVERY AND VOLTAGES: The firm electric service sold under this Contract is delivered at the following point(s) and voltage(s) as provided in Section 7.4 of the Contract:

<u>POINT OF DELIVERY</u>	<u>NOMINAL VOLTAGE</u> (kV)	<u>CROD</u>	
		<u>Winter</u> (kW)	<u>Summer</u> (kW)
Brighton Substation 12.5	115		
TOTAL:		<u>160</u>	<u>163</u>

6. MINIMUM HOURLY DELIVERY: Contractor's Minimum Hourly Delivery, as provided for in Section 7.3 of the Contract, is:

<u>Winter Season</u>	<u>MINIMUM HOURLY DELIVERY</u> (kW)	<u>PERCENT OF CROD</u> (%)
October	30	19
November	30	19
December	35	22
January	34	21
February	27	17
March	27	17
<u>Summer Season</u>	<u>MINIMUM HOURLY DELIVERY</u> (kW)	<u>PERCENT OF CROD</u> (%)
April	31	19
May	34	21
June	39	24
July	52	32
August	41	25
September	28	17

7. This Exhibit A may be modified as provided in Section 17 of the Contract.

MAXIMUM PURCHASE OBLIGATION

1. This Exhibit B, to be effective under and as a part of Contract No. 14-RMR-2513, dated _____, 20____, hereinafter called the Contract, will remain in effect until superseded by another Exhibit B; Provided, That this Exhibit B or any superseding Exhibit B will terminate upon expiration or termination of the Contract.
2. The maximum amounts of capacity to be purchased by Western for Contractor pursuant to Section 7.6.4 of the Contract are the monthly amounts set forth below:

<u>Winter Season</u>	<u>AMOUNTS TO BE PURCHASED</u> (kW)
October	8
November	7
December	8
January	8
February	8
March	9

<u>Summer Season</u>	<u>AMOUNTS TO BE PURCHASED</u> (kW)
April	8
May	7
June	5
July	9
August	7
September	7

3. This Exhibit B may be modified as provided in Section 17 of the Contract.

DELIVERIES OF PUMPED-STORAGE AND RETURN ENERGY

1. This Exhibit C, to be effective under and as a part of Contract No. 14-RMR-2513, dated _____, 20____, hereinafter called the Contract, will remain in effect until superseded by another Exhibit C; Provided, That this Exhibit C or any superseding Exhibit C will terminate upon expiration or termination of the Contract.
2. Deliveries of Pumped-Storage and Return Energy to and from Malta Substation pursuant to Section 8 of the Contract are made under the provisions of Network Integration Transmission Service Agreement No. 13-RMR-2368 between Western and the Public Service Company of Colorado (Public Service), or any subsequent contract.
3. For Pumped-Storage Energy scheduled pursuant to Section 8 of the Contract, Contractor is responsible for transmission losses on the Public Service transmission system at the Public Service Tariff loss rate.
4. For Return Energy scheduled pursuant to Section 8 of the Contract, Contractor is responsible for transmission losses on all applicable transmission systems, including those inside the Western Area Colorado Missouri Balancing Authority at

the applicable loss rate, and the Public Service transmission system at the Public Service Tariff loss rate.

5. This Exhibit C may be modified as provided in Section 17 of the Contract. Further, if Western's contractual arrangements for transmission of Pumped-Storage Energy and/or Return Energy hereunder change, Western reserves the right to revise this Exhibit C to conform to new arrangements between Western and Public Service.

RENEWABLE ENERGY CREDITS

1. This Exhibit E, to be effective under and as a part of Contract No. 14-RMR-2513, dated _____, 20 ____, hereinafter called the Contract, will remain in effect until superseded by another Exhibit E; Provided, That this Exhibit E or any superseding Exhibit E will terminate upon expiration or termination of the Contract, or if Contractor discontinues its participation in the LAP Renewable Energy Credit (REC) Program pursuant to Section 4.5 of this Exhibit E.
2. In accordance with Section 16 of the Contract, this Exhibit E provides the terms and conditions under which Western will issue LAP-generated hydropower RECs through its LAP REC Program. The principles by which Western will administer the LAP REC Program, "Loveland Area Projects (LAP) Renewable Energy Credit (REC) Program Principles," are posted on Western's Web site, or as alternatively made available by Western. The LAP REC Program Principles may be updated periodically at Western's sole discretion.
3. Western will:
 - 3.1 Provide Contractor an opportunity to receive LAP RECs from firm electric energy generated by LAP hydropower facilities and received by Contractor during a calendar year. Contractor's annual participation in the LAP REC Program will continue until Western receives written notification from Contractor that it is

discontinuing its participation in the LAP REC Program pursuant to Section 4.5 of this Exhibit E.

3.2 Create a subaccount for Contractor under Western's primary account in the Western Renewable Energy Generation Information System (WREGIS), unless Contractor informs Western of its already established WREGIS account.

3.3 Allocate RECs based upon Contractor's portion of the total firm energy generated from LAP hydropower facilities during each calendar year, in the ratio of one (1) REC to one (1) megawatt hour (MWh) generated. RECs will be allocated from more limited Western resources such as Colorado small hydroelectric generators and Wyoming small hydroelectric generators based on Contractor's preference listed in Section 6 of this Exhibit E. Purchase power, including purchase power from renewable sources, is not part of the LAP REC Program. If the sum of allocated energy for all LAP REC Program participants is higher than the LAP hydropower generation in a calendar year, RECs generated under the LAP REC Program will be allocated to each LAP REC Program participant based on the participant's pro-rated share of annual LAP energy provided under its firm electric service contract.

3.4 As soon as practical, in each calendar year, transfer allocated RECs generated in the previous calendar year to a WREGIS subaccount in the name of Contractor or to Contractor's WREGIS account.

3.5 Administer the LAP REC Program, which may include auditing Contractor's REC accounting.

4. Contractor will:

4.1 Establish an agreement with WREGIS to enable login rights to the subaccount created by Western, or inform Western in writing of an already existing account with WREGIS.

4.2 Determine and interpret any Renewable Portfolio Standard or other requirements, and determine the manner in which RECs may be applicable to the requirements.

4.3 Be entitled to transfer RECs only to its constituent members in the LAP Marketing Area as defined in the 2025 PMI. Contractor may not sell and/or trade for value LAP Program RECs under any circumstances, and must ensure that any RECs that are transferred to members are not sold and/or traded for value.

4.4 As necessary, open and utilize its own WREGIS account to permanently retire RECs in accordance with compliance obligations or for any other reason. Contractor is responsible for paying any associated retirement fees.

- 4.5 Submit a written request to Western by October 1 if it desires to discontinue its participation in the LAP REC Program or modify its preference for RECs from limited Western resources. If Contractor discontinues its participation in the LAP REC Program, this Exhibit E terminates and Contractor must enter into a new Exhibit E to participate in the LAP REC Program. Western will have the sole discretion to determine whether the timing of Contractor's re-entry into the LAP REC Program allows it to receive RECs for the year requested.
5. Compensation: Western provides the RECs at no additional charge to Contractor as an added value to the firm electric service Western provides under this Contract.
6. Preferences for Renewable Energy Credits from Limited Western Resources: The preference indicated below will not impact the total amount of RECs received, but it may impact the source of the RECs transferred from Western's WREGIS account to Contractor's WREGIS account or subaccount. In addition to RECs from large hydroelectric generation (>30 MW), Contractor prefers to receive a pro-rated share of RECs from the following limited Western resources:
- 6.1 X Colorado Small Hydroelectric Generation (<30 MW)
- 6.2 X Wyoming Small Hydroelectric Generation (<30 MW)
7. This Exhibit E may be modified as provided in Section 17 of the Contract.

**WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS**

Page

I. APPLICABILITY.

1. Applicability	1
------------------------	---

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.....	1
3. Use of Capacity or Energy in Excess of Contract Obligation	1
4. Continuity of Service	1
5. Multiple Points of Delivery.....	2
6. Metering.....	2
7. Existence of Transmission Service Contract.....	3
8. Conditions of Transmission Service	3
9. Multiple Points of Delivery Involving Direct and Indirect Deliveries	3
10. Construction, Operation, and Maintenance of Contractor's Power System.....	3-4

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates	4
12. Minimum Seasonal or Annual Capacity Charge.....	4
13. Billing and Payment.....	4-5
14. Nonpayment of Bills in Full When Due	5
15. Adjustments for Fractional Billing Period	5
16. Adjustments for Curtailments to Firm Service	5-6

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).....	6
18. Distribution Principles	6
19. Contract Subject to Colorado River Compact.....	6

V. FACILITIES PROVISIONS.

20. Design Approval	6-7
21. Inspection and Acceptance.....	7
22. As-Built Drawings	7
23. Equipment Ownership Markers	7
24. Third-Party Use of Facilities.....	7
25. Changes to Western Control Facilities.....	7-8
26. Modification of Western Facilities.....	8
27. Transmission Rights.....	8
28. Construction and Safety Procedures	8-9
29. Environmental Compliance.....	9
30. Responsibility for Regulated Materials.....	9

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties	9
32. Effect of Section Headings	10
33. Operating Guidelines and Procedures	10
34. Uncontrollable Forces	10
35. Liability	10
36. Cooperation of Contracting Parties	10-11
37. Transfer of Interest in the Contract or Change in Preference Status	11
38. Choice of Law and Forum	12
39. Waivers	12
40. Notices	12
41. Contingent Upon Appropriations and Authorization	12
42. Covenant Against Contingent Fees.....	12
* 43. Contract Work Hours and Safety Standards	13
44. Equal Opportunity Employment Practices.....	13
45. Use of Convict Labor.....	13

*Legal Citation Revised September 1, 2007

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or

discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States

Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that

the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed,

prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission

system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing

and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Equal Opportunity Employment Practices.

Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Western Area Power Administration
Federal Power Customer
Creditworthiness Procedures

1.0 OVERVIEW OF CREDITWORTHINESS PROCEDURES

The purpose of the Western Area Power Administration (Western) Creditworthiness Procedures (Creditworthiness Procedures) is to implement appropriate risk mitigation procedures related to business conducted with Firm Electric Service (FES) Customers. Western supplies power and energy pursuant to its statutory mission outlined in Reclamation Law. Historically, Western's FES Customers have been very creditworthy and these Creditworthiness Procedures recognize that Western's risk of non-payment from FES Customers is low. Western shall conduct a creditworthiness review of the FES Customer using information provided by the FES Customer from the data collection process (Section 2.0) and pursuant to Section 4.1 or at the request of the FES Customer using the criteria outlined in Section 3.1. Therefore, existing FES Customers with a timely payment history as of the date these Creditworthiness Procedures are included in a contract, shall be deemed to have satisfied the creditworthiness requirements at that time and be subject to re-evaluation pursuant to Section 4.1. As a result of Western's creditworthiness review or in response to the FES Customer's notice of any event that may cause an adverse material change in its financial condition, Western may require the FES Customer to provide or increase its provided financial assurances before service will be initiated or continued (Section 4.2).

2.0 ADVERSE MATERIAL CHANGE

The FES Customer must give Western written notice of any event that may cause an adverse material change in its financial condition within five (5) business days of the occurrence of the event. An event that may cause an adverse material change in financial condition may include, but is not limited to the following:

- (a) For entities that initially met the creditworthiness requirements under these Creditworthiness Procedures and are not required to post financial assurance to Western, a change in financial condition that results in a downgrade of long or short-term debt rating by a major bond rating agency or being placed on a credit watch with negative implications by a major credit rating agency; or
- (b) The resignation of key officer(s); or
- (c) The issuance of a regulatory order or the filing of a lawsuit that could materially adversely impact current or future results; or

- (d) A default in payment obligations; or
- (e) Any new investigations, arbitrations, contingencies or changes in affiliate relationships; or
- (f) The filing of a voluntary or involuntary petition to institute bankruptcy proceedings under the United States Bankruptcy Code or any successor statute, or the filing to institute any proceedings under state law concerning actual or potential insolvency.

3.0 CREDIT EVALUATION

3.1 Determining Creditworthiness

FES Customers are considered creditworthy and granted unsecured credit if all of the following exist:

- (a) The FES Customer is not in default of its payment obligations under its contract for firm electric service with Western; and
- (b) The FES Customer is not on Western's subscribed rating service watch list due to FES Customer being rated below investor grade, currently at or below "BB" on Standards & Poor Ratings; and
- (c) The FES Customer is not in default of any payment obligation to Western; and
- (d) The FES Customer is not in bankruptcy proceedings; and
- (e) The FES Customer or its guarantor is a federal, state, or other governmental agency/entity and its financial obligations are backed by the full faith and credit of the United States, state or other governmental entity as applicable: and/or
- (f) The FES Customer has the ability to set rates to cover outstanding obligations.

3.2 Notification

Western shall notify the FES Customer in writing whether relevant financial assurance is required within five (5) business days after determining that a change in creditworthiness status or change in financial assurance is required as determined by review under Section 2.0 or other reviews performed pursuant to Section 4.1.

Western shall, upon the FES Customer's written request, provide a written explanation of the basis for Western's determination via email within five (5) business days for any (a) non-creditworthy determination; (b) changes in creditworthiness status; or (c) changes in requirements for financial assurances.

3.3 Establishing Credit Limits

If a FES Customer is determined to be creditworthy, no credit limit will be established. For non-creditworthy FES Customers, the credit limit for total outstanding energy sales will equal five (5) months of total estimated service charges under the FES Customer's contract for electric service, as determined by Western. If at any time Western determines according to these Creditworthiness Procedures that the FES Customer is not able to fully support its credit exposure based solely on its financial viability, Western may require collateral be provided.

3.4 Secured Credit

3.4.1 Posting Collateral

If a FES Customer fails to provide the collateral as defined in Section 3.4.3 and required by Western within five (5) business days of notification, or as agreed to in writing between the FES Customer and Western, the FES Customer will be deemed in default of its contract for electric service and subject to discontinuing service in accordance with *Nonpayment of Bills in Full When Due* of the General Power Contract Provisions, as provided for under its contract for electric service.

3.4.2 Required Amount of Collateral

Given Western's current billing practices and payment terms, the required amount of security will be based on the maximum total estimated service charge for outstanding services provided by Western, but not yet paid by the FES Customer, plus an advance of fifteen (15) days of estimated service. In addition to this collateral, Western may also require the FES Customer to prepay fifteen (15) days of estimated service on a fifteen (15) day pre-payment cycle until the FES Customer becomes creditworthy under these guidelines. This represents the potential value of services rendered prior to termination of service in the event of a default arising from a failure of nonpayment.

3.4.3 Acceptable Collateral includes

- (a) Prepayment for service; or

- (b) An unconditional and irrevocable letter of credit as security to meet the FES Customer's responsibilities and obligations. If this form of collateral is used, it will comply with the requirements as stated in the Uniform Customs and Practice for Documentary Credits; or
- (c) An irrevocable and unconditional corporate guaranty from an entity that satisfies the creditworthiness requirements.

4.0 RE-EVALUATION

4.1 Timeframe

Western will review its credit evaluation for each FES Customer annually. Timely payments by the FES Customer will be sufficient evidence for re-affirming the current credit arrangements, barring the reporting of any event that may cause an adverse material change. Western, at its sole discretion, may conduct additional reviews and updates of its credit evaluation in response to new facts or occurrences that may bear upon the FES Customer's creditworthiness due to an event that may cause an adverse material change in financial condition of the FES Customer, or if the FES Customer fails to pay invoices from Western on time. These reviews will follow the procedures set forth in Section 3.1.

4.2 Change in Limit/Collateral

As a result of Western's creditworthiness review or in response to the FES Customer's notice of any event that may cause an adverse material change in its financial condition, Western may adjust the FES Customer's credit limit and collateral requirements in accordance with Section 3.3 and Section 3.4, respectively. If required by Western, additional collateral must be posted in accordance with Section 3.4.1.

The FES Customer may make reasonable requests for Western to re-evaluate the FES Customer's creditworthiness pursuant to the criteria detailed in Section 3.1.

5.0 RIGHT TO DRAW UPON FINANCIAL ASSURANCES UPON DEFAULT

Western shall have the right to liquidate, or draw upon, all or a portion of the FES Customer's financial assurance(s) in order to satisfy the FES Customer's total net obligation to Western under the contract for electric service. The FES Customer shall within five (5) business days, or as agreed to in writing between

Western and the FES Customer, replace any liquidated or drawn-upon financial assurances.

6.0 SUSPENSION OF SERVICE

6.1 Notification

Notwithstanding any other provision of a contract with Western, if the FES Customer fails to provide the entirety of required financial assurances described in Section 3.4.3 when due under these Creditworthiness Procedures, Western may suspend service to the FES Customer fifteen (15) days after Western's notification to such FES Customer.

6.2 Length of Suspension

The suspension of service shall continue for the duration of the circumstances that entitle Western to suspend service.

6.3 Obligation to Pay

A FES Customer is not obligated to pay for service that is not provided as a result of a suspension of service, however, a discontinuation of service under the contract will not relieve the FES Customer of liability for minimum charges during the time service is so discontinued.

7.0 CONTESTING CREDITWORTHINESS PROCEDURE DETERMINATIONS

The FES Customer may contest any creditworthiness determination by Western by submitting a written notice to Western explaining its reasons for contesting the determination. The notice must include the name of a designated senior representative authorized to represent the FES Customer. The written notice of a dispute of a determination by Western under these Creditworthiness Procedures shall be referred to the Chief Financial Officer of Western for resolution on an informal basis with the designated senior representative of the FES Customer as promptly as practicable. It is expected that a final written decision from Western will be issued within thirty (30) days, or such other period as the FES Customer and Western may mutually agree upon.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 15-R-19**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT
WITH WESTERN AREA POWER ADMINISTRATION**

WHEREAS, the Town of Frederick purchases power from the Western Area Power Administration; and

WHEREAS, the current contract is set to expire on September 30, 2024; and

WHEREAS, the Board of Trustees has been advised that it is in the Town's best interests to extend this contract to September 30, 2054; and

WHEREAS, the Board of Trustees authorizes Matt LeCerf, Frederick Town Manager to execute Contract No. 14-RMR-2513 with the Western Area Power Administration to extend the Town's contract through September 30, 2054

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF
FREDERICK, COLORADO, AS FOLLOWS:**

1. The Board of Trustees approves Contract No. 14-RMR-2513 with the Western Area Power Administration.
2. Matt LeCerf, Frederick Town Manager is hereby authorized to execute Contract No. 14-RMR-2513 for and on behalf of the Town of Frederick, Colorado.

INTRODUCED, READ, PASSED, AND SIGNED THIS 24TH DAY OF MARCH, 2015.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, Town Clerk

By _____
Tony Carey, Mayor



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

A RESOLUTION TO AWARD A CONTRACT FOR THE GODDING HOLLOW PARKWAY/WCR 18 RECONSTRUCTION AND WIDENING

Agenda Date: Town Board Meeting – March 24, 2015

Attachments: a. March 10, 2015 Bid Results
b. Resolution No. 15-R-20

Finance Review:

Finance Director

Submitted by:

Steve Stanish, P.E.
Civil Engineer II

Approved for Presentation:

Matthew S. Ziegler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Bids for the Godding Hollow Parkway / WCR 18 Widening were opened on March 10, 2015 of the lowest qualified bidder for this project is DeFalco Construction Co., and staff is recommending they be awarded a contract in an amount not to exceed \$3,200,000.00. This project will include asphalt milling, paving, widening of Godding Hollow Parkway, and installation of stormwater structures, and ditch grading.

Detail of Issue/Request:

As a result of the 2013 Flood Event approximately ¼ mile of Godding Hollow Parkway / WCR 18 was heavily damaged and portions completely washed out. Emergency repairs were completed in January 2014 to allow the road to be re-opened to traffic. The Town received a \$1.28 million grant from the Department of Local Affairs and is going through the required process to get authorization to award the bid to the qualified low bidder. The bid process was conducted according to Town rules and

Built on What Matters.

regulations, and also according to the requirements for DOLA funded projects for flood repairs. Per the contract documents, the Town has the option of awarding the contract for this work to the lowest responsible bidder or to reject any and all bids. Attached are the bid results for the bid opening March 10, 2015. Detailed bids were analyzed by Civil Resources and Town staff who are recommending the award to DeFalco Construction. The bid from DeFalco Construction was the lowest bid received and is considered by Civil Resources and Town staff to be a fair and responsive bid. The total base bid of \$3,406,042.57 was significantly higher than the original budget estimate of \$2.57 million. Civil Resources and Town staff have discussed value engineering options with DeFalco to reduce costs of the projects through pavement width reduction, ditch grading modifications to avoid potential conflicts, and alternative pavement designs. It is staff's opinion that a safe and functional project can be completed for an amount not to exceed \$3,200.00.

In order to move this project to construction as soon as possible, staff is recommending that the Board approve the attached resolution authorizing Town Manager Matt LeCerf to sign and issue the Notice of Award of a contract not to exceed \$3,200,000.00, and to execute a contract with DeFalco Construction Co., when all of the contract document requirements have been met by them. Town staff will continue to work with DeFalco to reduce project costs through additional value engineering plans.

Legal/Political Considerations:

The attached resolution was provided by legal staff.

Alternatives/Options:

Delay approval of the resolution and schedule a decision to award after receiving possible additional value engineering options. This could delay the project by several weeks.

Financial Considerations:

The expenditures for Godding Hollow Parkway / WCR 18 Widening will come out of the Street and Alley Fund, the Stormwater Fund, and the Open Space Fund. Approximately \$1,282,885.00 of the costs is expected to be reimbursed by DOLA. At the current bid amount, the project would be in excess of funds for 2015. Therefore, once a final contract number is determined, staff will come back to the board if necessary with a supplemental budget appropriation request.

Staff Recommendation:

Staff recommends that the Board approve the attached Resolution No. 15-R-20

Bid Opening March 10, 2015

[illegible]

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 15-R-20**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT WITH
DEFALCO CONSTRUCTION COMPANY**

WHEREAS, the Town issued requests for proposals for the widening of Godding Hollow Parkway/WCR 18 ; and

WHEREAS, 6 bids were submitted and staff has recommended awarding the bid to DeFalco Construction Company as the lowest qualified bidder; and

WHEREAS, the Board of Trustees authorizes Matt LeCerf, Frederick Town Manager to execute the Notice of Award and the contract with DeFalco Construction Company at a cost not to exceed \$3,200.000.00.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:

Matt LeCerf, Frederick Town Manager is hereby authorized to execute the Notice of Award and contract with DeFalco Construction Company at a cost not to exceed \$3,200.000.00.

INTRODUCED, READ, PASSED, AND SIGNED THIS 24TH DAY of MARCH, 2015.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, Town Clerk

By _____
Tony Carey, Mayor



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

Dedication of Public Right-of-Way for Tipple Parkway

Agenda Date: Town Board Meeting - March 24, 2015

Attachments:
a. Resolution 15-R-21
b. Deed of Dedication and Exhibits A and B for Tipple Pkwy

Finance Review:

Finance Director

Submitted by:

Richard Leffler, P.E.
Engineering Director

Approved for Presentation:


Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

The Town is dedicating an additional 20 feet of right-of-way (ROW) along Tipple Pkwy adjacent to the former Public Works Building on Town owned land. Approval of the attached Resolution 15-R-21 authorizes the dedication of ROW per the attached deed.

Detail of Issue/Request:

In preparation for possible future street improvements on Tipple Parkway, the Town is dedicating land for right-of-way in conformance with the adopted street cross-sections in the Town's Design Standards and Construction Specifications. The Tipple Pkwy ROW is located on Town owned property along the south side of the former Town Public Works Building.

The Legal Description attached as Exhibit A to the Deed of Dedication shows in detail the area to be dedicated as ROW. Approval of the attached resolution would authorize the dedication of the Tipple Pkwy ROW parcel.

Built on What Matters.

Legal/Political Considerations:

The attached resolution and ROW deed of dedication were provided by legal staff.

Alternatives/Options:

The Board of Trustees may choose to approve the ROW deed of dedication, approve it with conditions, or deny it. It is staff's opinion that the proposed deed of dedication meets Town standards and approval is the recommended option.

Financial Considerations:

NA

Staff Recommendation:

Staff recommends that the Board approve Resolution 15-R-21 to accept the attached Deed of Dedication for additional right-of-way along Tipple Pkwy, and authorize the Mayor to sign it for the Town.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 15-R-21**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
AUTHORIZING THE MAYOR TO EXECUTE A DEED OF DEDICATION**

WHEREAS, in preparation for possible future street improvement on Tipple Parkway, the Town needs to acquire an additional 20 feet of right of way in front of the Town's former public works maintenance facility; and

WHEREAS, the Town of Frederick may transfer the former public works maintenance facility and the 20 foot dedication must be done prior to the transfer,

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Frederick, Colorado, that:

Section 1. The Mayor is authorized to execute the attached Deed of Dedication.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 24TH DAY OF MARCH, 2015.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan Martinez, Town Clerk

By _____
Tony Carey, Mayor

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor, for \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and dedicate for public purposes, the following described parcel of land situate in the County of Weld, State of Colorado, to-wit:

SEE ATTACHED EXHIBIT "A"

with all its appurtenances and warrants the title to the same, free and clear of all liens and encumbrances, subject to reservations, agreements and restrictions of record, and existing easements, if any.

The above described property is to be used for street and utility purposes, which purposes shall include, but not be limited to, streets, sidewalks, curbs, gutters, utility lines, structures, equipment, apparatus and poles.

Acceptance of this conveyance by the Town of Frederick, Colorado, shall not impose upon said Town any obligation for the opening, widening, installation, improvement or maintenance of the above described property for any purpose, which obligation shall arise, if at all, only by separate action of the Frederick Board of Trustees.

Signed this _____ day of March, 2015.

GRANTOR
TOWN OF FREDERICK

ATTEST:

Meghan C. Martinez, Town Clerk

By _____
Tony Carey , Mayor

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of March, 2015 by Tony Carey, Mayor and Meghan C. Martinez, Town Clerk.

My commission expires:

Witness My hand and official seal.

Notary Public

PROPERTY DESCRIPTION

Right of Way Dedication – Weld County Road No. 16
Lots 8 & 9 Halleck Subdivision

A parcel of land for Right of Way purposes, being a portion of Lot 8 and Lot 9 of the Halleck Subdivision, a plat recorded December 21, 1998 as Reception No. 2661726 of the Records of Weld County, located in the Southeast Quarter (SE1/4) of Section Twenty-five (25), Township Two North (T.2N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Frederick, County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 25 and assuming the South line of the Southeast Quarter of said Section 25 as bearing South 89°44'15" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2625.15 feet with all other bearings contained herein relative thereto:

THENCE South 89°44'15" West along the South line of the Southeast Quarter of said Section 25 a distance of 100.00 feet to the Southerly prolongation of the Westerly line of Lot 2 of the Shrek Minor Subdivision Amendment recorded February 17, 2009 as Reception No. 3605785 of the Records of Weld County;

THENCE North 00°11'05" East along the Southerly prolongation of said Westerly line a distance of 30.00 feet to a line parallel with and 30.00 feet Northerly of the South Line of the Southeast Quarter of said Section 25

THENCE South 89°44'15" West along said parallel line a distance of 401.21 feet to the East line of the West 15.00 feet of Lot 8 of said Halleck Subdivision and to the **POINT OF BEGINNING**;

THENCE South 89°44'15" West along said parallel line a distance of 186.29 feet to the Southwest corner of Lot 9 of said Halleck Subdivision

THENCE North 00°11'05" East along the West line of said Lot 9 a distance of 20.00 feet to a line parallel with and 50.00 feet Northerly of the South Line of the Southeast Quarter of said Section 25;

THENCE North 89°44'15" East along said parallel line a distance of 186.29 feet to the East line of the West 15.00 feet of Lot 8 of said Halleck Subdivision;

THENCE South 00°11'05" West along the East line of the West 15.00 feet of said Lot 8 a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 3726 sq. ft., or 0.086 acre, more or less (±).

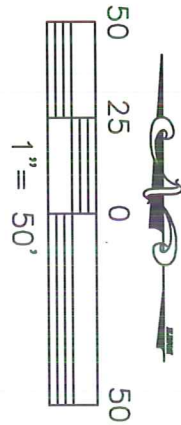
SURVEYOR'S STATEMENT

I, Steven A. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

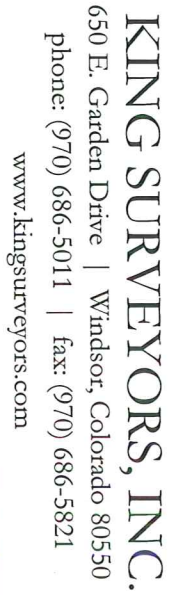
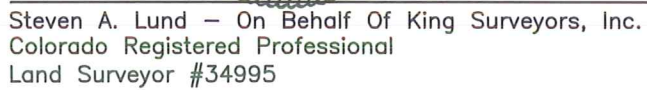


Steven A. Lund - on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34995

KING SURVEYORS, INC.
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011



NOTE: This exhibit drawing is not intended to be a monumented land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



PROJECT NO:2011428
DATE:11/27/2012
CLIENT:TOWN OF FREDERICK
DWG:2011428EXH
DRAWN:CSK **CHECKED:**SAL



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

CONSIDERATION OF THE CITY OF DAcono'S MOTION FOR RECONSIDERATION OF THE HIGHWAY 52 ANNEXATION

Agenda Date: Town Board Meeting - March 24, 2015

Attachments: Motion for Reconsideration

Finance Review:

Finance Director

Submitted by:

Rick Samson
Town Attorney

Approved for Presentation:


Town Manager

☐ Quasi-Judicial

☒ Legislative

☐ Administrative

Summary Statement:

The City of Dacono submitted a motion for you to reconsider the annexation of Highway 52 pursuant to CRS §31-12-116(2)(a)(II).

Detail of Issue/Request:

In order for Dacono to file a lawsuit to challenge the Town's annexation of Highway 52, Dacono was required by statute (CRS§31-12-116) to serve on the Town of Frederick a Motion for Reconsideration within 10 days of the effective date of the annexation ordinances. The ordinances were effective on March 2, 2015 and the Motion for Reconsideration was hand delivered and emailed to the Town in care of Mayor Carey on March 4, 2015 well within the statutory 10 days.

If Dacono proceeds with litigation challenging the annexations, it must be filed in Weld County District Court within 60 days of March 2, 2015 or no later than May 1, 2015.

Built on What Matters.

Legal/Political Considerations:

Although there is no statutory requirement for the Town to take any action on the Motion, action should be taken. If the Motion is approved, the Town has agreed to all of Dacono's allegations and should disconnect the stretch of Highway 52 that was annexed. If the Motion is denied nothing further needs to be done.

Alternatives/Options:

Too not take any action is in effect a denial of the Motion.

Financial Considerations:

Staff Recommendation:

Staff recommends denial of the Motion.



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

Resolution Authorizing for the Termination Notice Not to Renew the Intergovernmental Agreement between the Town of Frederick, Colorado and the City of Dacono, Colorado

Agenda Date: Town Board Meeting – March 24, 2015

Attachments:

- a. Resolution 15-R-22
- b. Current IGA between the Town of Frederick and the City of Dacono

Finance Review:

Finance Director

Submitted by:



Town Manager

Approved for Presentation:



Town Manager

☒ Quasi-Judicial

☐ Legislative

☐ Administrative

Summary Statement:

The resolution provided will authorize notification to the City of Dacono that the Town of Frederick intends to execute its 90 day notice of terminate of is joint IGA.

Detail of Issue/Request:

The Town of Frederick has had an existing IGA with the City of Dacono since July 1996. This IGA was structured with the intent to establish boundaries along the Highway 52 corridor, where by Dacono would not annex North of Highway 52, and Frederick would not annex South of Highway 52.

Recently the Town annexed a portion of an existing right of way which is contiguous to Frederick along Highway 52 and there have been a number of open records request issued by attorneys hired by the City of Dacono which have made it apparent of the City of Dacono's intent to prevent this annexation from

Built on What Matters.

occurring. By no means did the Town act outside of its legal rights in violation of the existing agreement, in fact we feel that action was justified, appropriate, and legal within the IGA and based on State Law. This threat of litigation has in essence caused a bit of strain on the relationship between the Town of Frederick and the City of Dacono and has subsequently resulted in need to evaluate the desire to continue our IGA with the City of Dacono. According the passage of this resolution will provide for 90 days notice by the Town of Frederick's decision to terminate and not renew the agreement. Such decision needs to be made by formal action of the governing body requesting termination and intent not to renew.

Legal/Political Considerations:

Alternatives/Options:

- To the leave the IGA in its current condition as it stands.
- The Town Manager or a designee to approach the City of Dacono about restructuring the existing IGA.

Financial Considerations:

N/A

Staff Recommendation:

The staff recommends approval of the resolution as presented which would terminate and not renew the IGA between the Town of Frederick and the City of Dacono.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 15-R-22**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, TO
NOT RENEW THE INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF DAcono, COLORADO**

WHEREAS, the Town of Frederick entered into an Intergovernmental Agreement (IGA) with the City of Dacono regarding future growth areas on July 8, 1996; and

WHEREAS, the IGA provides that the agreement may be terminated 90 days prior to the expiration of a term.

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF
FREDERICK, COLORADO, AS FOLLOWS:**

Section 1. The Intergovernmental Agreement with the City of Dacono regarding future growth shall be terminated as of midnight July 7, 2015.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND SIGNED 24TH DAY OF MARCH, 2015.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, Town Clerk

By _____
Tony Carey, Mayor

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF FREDERICK AND THE CITY OF DACONO
REGARDING FUTURE GROWTH AREAS**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 8 day of JULY, 1996, by and between THE TOWN OF FREDERICK and THE CITY OF DACONO.

WHEREAS, the Town of Frederick and the City of Dacono find that:

1. Growth and development and demands for municipal services exist, and will continue to exist, within the vicinity of the municipalities.
2. Each municipality has a commitment to orderly growth and quality development; to promoting the economic viability and environmental integrity of their respective communities; to planning the location and timing of activities and development which may result in increased demands for its services; to providing for the efficient development and extension of municipal services, facilities, and regulation; and to avoiding unnecessary duplication of governmental services.
3. Cooperation and increased coordination between the municipalities as represented in this Agreement, in planning for the affected geographic area, will enhance the ability of the municipalities to achieve their respective and common goals.
4. The people of the State of Colorado have authorized the municipalities to exercise the powers and to cooperate and contract in the matter set out in the Agreement through Colorado Constitution, Article XIV, Section 18(2) (a), and Article XX.
5. The General Assembly of the State of Colorado has authorized and encouraged the municipalities to exercise the powers and to cooperate and contract in the matter set out in this Agreement through the enactment of State Statutes including, but not limited to: C.R.S., as amended, Section 29-20-101, et seq., and particularly Section 29-20-105; and Section 29-1-201, et seq., and Section 29-1-203; Section 31-12-101, et seq., Parts 2 and 23 of Article 23 of Title 31; Section 31-15-708; Section 31-15-710; and Part 4 of Article 35 of Title 31.
6. This Agreement is entered into pursuant to the authority granted by the General Assemble and the people of the State of Colorado, as described above, and the subject matter and agreements contained herein are logical and foreseeable results of the State's enactment of the foregoing statutes and constitutional provisions.

WHEREAS, the municipalities desire to maintain the rural nature and environmental integrity of certain geographical areas which now are characterized by agricultural, non-industrial, residential estate, and open space; and

WHEREAS, in view of the foregoing findings, it is appropriate that this Agreement be executed by each of the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. **GEOGRAPHICAL AREA:** The "Area" referenced in this Agreement is the Highway 52 corridor from Interstate 25 to Weld County Road 21.

2. **TRANSPORTATION PLANNING:** To facilitate the coordination of transportation planning efforts, the municipalities each agree to evaluate and amend their respective adopted comprehensive plans to include jointly designated transportation plans and standards for the Highway 52 corridor.

3. **LAND USE:** The municipalities agree to use their best efforts to maintain the character of the Area and the adjoining property which is now characterized by agricultural, non-industrial, residential estate, commercial, and open space land uses.

4. **RECREATION AND ENVIRONMENT PLANNING;** The municipalities agree to cooperate with each other and other affected agencies and individuals in the planning of recreational opportunities within the Area and in planning to maintain and enhance the environmental integrity of the Area. This planning shall focus on preserving the aesthetic values and environmental integrity of the Area and restricting incompatible land uses which would have a detrimental effect on the recreational and environmental potential of the Area.

5. **DEVELOPMENTAL REFERRAL;** Each municipality shall provide the other municipality with a copy of any annexation petition, initial zoning, rezoning, planned unit development, variance, conditional use or special use, subdivision application, and injection well application affecting property located within the Area for review and comment at least 30 days prior to any formal action thereon by any municipal official, commission, agency, council or other body.

6. **ANNEXATION:** In order to achieve the purposes of the Agreement as described herein, the parties agree as follows with respect to annexation be each within the Area:

a. The Town of Frederick agrees to refrain from exercising its annexation power south of Highway 52;

page 2

b. Dacono agrees to refrain for exercising its annexation power north of Highway 52;

c. Annexation by a party contrary to a or b above shall be permitted only upon mutual agreement of the municipalities.

7. PARTIES TO EXERCISE GOOD FAITH: Each municipality agrees to devote its best efforts and to exercise good faith in implementing the provisions of this Agreement.

8. INTENT OF AGREEMENT: This Agreement is intended to describe the rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto, not to require any of the municipalities to annex any property, or to provide any services to any real property. This Agreement is not intended to limit in any way the powers or responsibilities of any other political subdivision of the State of Colorado not a party hereto.

9. REMEDIES FOR DEFAULT: Should any party fail to comply with the provisions of the Agreement, any other party, after providing written notification to the non-complying party and upon the failure of said party to achieve compliance within ninety (90) days after said notice, may at its option either terminate this Agreement in its entirety or maintain an appropriate relief, excluding damages relief. In the event of such litigation, each party shall be responsible for its own costs, including attorney's fees.

10. EFFECTIVE DATE: This Agreement shall become effective when executed by all of the municipalities.

11. TERMINATION: This Agreement shall remain in full force and effect for a period of three (3) years beginning from the date of its execution unless earlier terminated by mutual agreement of the parties. Thereafter, it shall be automatically renewed for successive on (1) year terms unless, at least ninety (90) days prior to the expiration of a term, notice is given of a party's decision not to renew the Agreement. Such decision will be by formal action of the governing body requesting termination.

12. AMENDMENT: This Agreement may be amended in writing by the parties hereto.

13. EFFECT OF INVALIDITY: If any portion of any paragraph of this Agreement is held invalid or unenforceable by a Court of competent jurisdiction as to any party, such invalidity or unenforceability shall not affect the other paragraphs of this Agreement except that, if a requirement or limitation in such paragraph is declared invalid as to one party, any corresponding requirement or limitation shall be deemed invalid as to the other party.

IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed.



CITY OF DACONO

By: Linda B. Stepien
Linda Stepien, Mayor

ATTEST:

Nancy Elliott
Nancy Elliott, City Clerk

TOWN OF FREDERICK

By: Edward J. Tagliente
Edward J. Tagliente, Mayor

ATTEST:

Karen Borkowski
Karen Borkowski, Town Clerk